

**TARA VILLAS HOMEOWNERS ASSOCIATION**  
**CLUBHOUSE RULES AND REGULATIONS**

1. The Clubhouse and its amenities are available to residents on a twenty-four (24) hour basis. Residents will be given an access key to the clubhouse. Lost keys may be replaced at the cost of \$15.00.
2. Keys will open all clubhouse and fitness room doors as well as both pool entry gates.
3. Users of clubhouse facilities are requested to observe "quite hours" before 9:00am and after 10:00pm.
4. No smoking is allowed in clubhouse.
5. No alcohol is allowed in clubhouse.
6. No wet bathing attire is allowed in the clubhouse except to access the restrooms available through the side entrance only.
7. Offensive behavior, running and/or loud noise (including music) are prohibited.
8. Any damage caused by a resident or their guest will be the responsibility of the unit owner who will be subject to payment for the repair of any damages.
9. Children under the age of 18 are prohibited from using the exercise equipment.
10. Clubhouse users are responsible for cleaning up after themselves.
11. No animals allowed in the clubhouse except as required by handicap persons.
12. The kitchen and bathroom must be kept tidy.
13. Entry and exit doors are self latching please make sure they close behind you. Propping of any door to the clubhouse or fitness room is strictly prohibited.
14. Please make sure that all lights are turned off when exiting the clubhouse after use.
15. A resident must be present at all times with any guests.
16. Residents under 18 may bring no more than two (2) guests into the clubhouse at any one time; however, they must be accompanied by resident adult as well.
17. Any owner's guests are subject to all policies and guidelines when using the facilities.

The clubhouse may be reserved for any private and or community function and is subject to the following:

Advance notice of not less than two (2) weeks must be requested in writing to the management company for reservations:

**Tara Villas Homeowners Association**

**6767 W. Tropicana Ave. Ste 200**

**Las Vegas, NV 89103**

**Fax request to: (702) 247-1118**

**Questions: (702) 247-1115**

A deposit of \$250.00 must be given to the management company upon approval of the reservation request. The \$250.00 will be refunded if the clubhouse is found in the same condition as it was prior to the event. An inspection of the clubhouse will be conducted prior to the event and immediately after the event to ensure that the facility has experienced no damage. The deposit monies will be subject to forfeiture to correct any damages or expense for cleaning.

Reservations for the clubhouse exclude the private use of the swimming pool and spa because other residents and their guests may not be excluded from the use of the pool and spa.

Functions for the Tara Villas Homeowners Association (HOA) have priority for reserving the clubhouse.

**TARA VILLAS HOMEOWNERS ASSOCIATION FITNESS ROOM**  
**RULES**

1. The Fitness Room is open 24 hours daily, and is subject to change.
2. Unreasonable noise of any kind is prohibited at all times.
3. The Fitness Room doors must be fully closed upon entering and exiting the Fitness Room. The doors may not be propped open for any reason.
4. No persons under the age of 18 are allowed in the Fitness Room unless accompanied by an adult 18 or older.
5. Only battery operated radios or stereos with headphones are allowed in the Fitness Room.
6. No horse play or misuse of equipment is allowed in the Fitness Room.
7. Towels, clothing and all other items must be removed from the Fitness Room when leaving.
8. Absolutely NO FOOD of any kind is allowed in the Fitness Room. Unbreakable water containers are permitted.
9. Residents are responsible for wiping down machines and equipment after use. .
10. Owners will be held responsible, both financially and personally, for any damage or misconduct attributed to them or his/her tenants and/or guests.
11. Board of Directors or Management may ask anyone not abiding by the Fitness Room Rules to leave the Fitness Room area.

**TARA VILLAS HOMEOWNERS ASSOCIATION**  
**SAFETY RULES AND REGULATIONS**

1. "For Sale" of home signs can only be displayed in the front window of the residence. CC&R 6.03 (f). No lawn, driveway or other signage may be posted as it may cause a tripping hazard in the common areas.
2. All types of "Cargo Container Pods" that are used during the move in or move out process containing household belongings are strictly prohibited. No such unit or storage device may be stored on any driveway or street within the Tara Villas Homeowners Association per the Clark County Fire Department Fire Code. Any such unit or storage device will be subject to tow within 2 hours of notification per section 18.2.2.5.1 through 18.2.2.5.4 of the Clark County Fire Code.
3. All types of fireworks whether they are Clark County Fire Code approved or not, may not be used on any driveway or street within Tara Villas Homeowners Association.
4. Any sports equipment apparatus may only be used within the driveway of the unit. No street usage is allowed per CC&R 6.03(l).
5. Bicycles and any other form of recreational transportation must be operated in a safe and reasonable manner. When operating any form of recreational transportation it is encourage to use a helmet and safety equipment. Areas of prohibited usage include the pool and spa, clubhouse, fitness, mailbox and the entry and exit gate areas.
6. The streets of Tara Villas are dangerous playground areas for children. Please use rear yards for safety.
7. It is unsafe to leave your garage doors open and unattended. This can present a entrance for criminals to enter your home. Please make sure that all garage doors are kept closed when not in use.
8. Any motor vehicle maintenance must be completed within the unit's garage and the door must remain closed per CC&R 6.03(c).

# PARKING RULES & REGULATIONS

10. Handicapped parking is provided. Vehicles with appropriate handicap tags may park in these spaces. Subject to towing if not properly identified.
11. "For sale" signs are not permitted on the vehicles parked in common parking spaces.

## Examples of parking violation notices:

<p><u>PARKING VIOLATION NOTICE</u> DATE _____ TIME _____</p> <p>PLEASE DO NOT <u>BACK</u> INTO PARKING SPACES.</p> <p>1. Auto exhaust fumes go directly into adjacent units. 2. Bushes and shrubs are being damaged by vehicles. 3. There may be a small child playing unseen by you.</p> <p>THANK YOU FOR YOUR COOPERATION IN THIS MATTER.</p> <p>TARA VILLAS H.O.A. BOARD OF DIRECTORS</p>	<p><u>PARKING VIOLATION NOTICE</u> DATE _____ TIME _____</p> <p>WOULD YOU PLEASE HELP US BY CORRECTLY PARKING YOUR VEHICLE IN THE <u>SPACE PROVIDED</u>.</p> <p>This action would bring your vehicle parking in compliance with the CC&amp;R's Section 6.03, Article (b). Thank you for your help and cooperation in this matter.</p> <p>TARA VILLAS H.O.A. BOARD OF DIRECTORS</p>
<p><u>PARKING VIOLATION</u> DATE _____ TIME _____</p> <p><u>NOTICE</u></p> <p>CCR'S 6.03 (b) PROHIBIT ANY VEHICLE OVER ONE(1) TON FROM OCCUPYING ANY PARKING SPACE. FAILURE TO REMOVE IMMEDIATELY WILL RESULT IN <u>VEHICLE BEING TOWED.....</u></p> <p>TARA VILLAS H.O.A. BOARD OF DIRECTORS</p>	<p><u>PARKING VIOLATION NOTICE</u> DATE _____ TIME _____</p> <p>THIS PARKING SPACE IS PROVIDED FOR <u>15 MINUTE PARKING ONLY.....</u></p> <p>PLEASE PARK THIS VEHICLE IN ONE OF THE REGULAR PARKING SPACES....</p> <p>TARA VILLAS H. O. A. BOARD OF DIRECTORS</p> <p>NON-COMPLIANCE <u>WILL</u> RESULT IN TOWING AND IMPOUNDING OF VEHICLE AT OWNER'S EXPENSE.</p>
<p><u>PARKING VIOLATION NOTICE</u> DATE _____ TIME _____</p> <p>THIS SPACE IS RESERVED ONLY FOR <u>HANDICAPPED</u></p> <p>You must have a special License Plate or Window Placard issued by your State that entitles you to use any restricted parking place. Please comply and park this vehicle in one of the regular parking spaces. Thank you.</p> <p>TARA VILLAS H.O.A. BOARD OF DIRECTORS</p> <p>NON-COMPLIANCE <u>WILL</u> RESULT IN TOWING AND IMPOUNDING OF VEHICLE AT OWNER'S EXPENSE.</p>	<p><u>PARKING VIOLATION NOTICE</u> DATE _____ TIME _____</p> <p>PLEASE BE ADVISED THAT 'FOR SALE' SIGNS ARE NOT ALLOWED ON VEHICLES PARKED IN OUTSIDE PARKING SPACES WITHIN THIS COMPLEX. WE WOULD APPRECIATE THE REMOVAL OF THE SIGN, OR PARK THE VEHICLE IN YOUR GARAGE.</p> <p>The only sign that can be displayed is a sign in your front window to sell your home.</p> <p>TARA VILLAS H.O.A. BOARD OF DIRECTORS</p> <p>NON-COMPLIANCE <u>WILL</u> RESULT IN TOWING AND IMPOUNDING OF VEHICLE AT OWNER'S EXPENSE.</p>

# PARKING RULES & REGULATIONS

<p>48 HOUR NOTICE      DATE _____                                          TIME _____</p> <p><u>VIOLATION WARNING</u></p> <p>THIS VEHICLE IS EITHER INOPERABLE OR HAS EXPIRED VEHICLE REGISTRATION. YOUR VEHICLE IS IN VIOLATION OF THE CCR'S, SECTION 6.03, ARTICLE C. FAILURE TO COMPLY WITH THE USAGE THERE-IN <u>WILL</u> RESULT IN YOUR VEHICLE BEING TOWED AND IMPOUNDED AT OWNER'S EXPENSE.</p> <p>TARA VILLAS H.O.A. BOARD OF DIRECTORS</p>	<p><u>PARKING VIOLATION</u>      DATE _____ <u>NOTICE</u>      TIME _____</p> <p>CC&amp;R'S DO NOT ALLOW ANY EXTENDED DRIVEWAY PARKING REGARDLESS OF REASON. LIKEWISE, ALL CURBING IS PAINTED RED, AND IT IS A VIOLATION OF FIRE CODE TO PARALLEL PARK FOR ANY EXTENDED PERIOD FOR ANY REASON. YOUR VIOLATION IS LOGGED, AND</p> <p>SUBSEQUENT VIOLATIONS WILL RESULT IN VEHICLE BEING TOWED.....</p> <p>TARA VILLAS H.O.A.  BOARD OF DIRECTORS</p>
<p>48 HOUR NOTICE      DATE _____                                          TIME _____</p> <p><u>VIOLATION WARNING</u></p> <p>YOU WERE GIVEN A REQUEST TO COMPLY ON: DATE: _____ TIME: _____ FOR THE FOLLOWING REASON _____</p> <p>_____</p> <p>YOUR VEHICLE IS IN VIOLATION OF THE CCR'S, SECTION 6.03, ARTICLE C. FAILURE TO COMPLY WITH THE USAGE THERE-IN <u>WILL</u> RESULT IN YOUR VEHICLE BEING TOWED AND IMPOUNDED AT OWNER'S EXPENSE.</p> <p>TARA VILLAS H.O.A.  BOARD OF DIRECTORS</p>	<p><u>PARKING VIOLATION</u>      DATE _____ <u>NOTICE</u>      TIME _____</p> <p>PARKING SPACES BETWEEN ARROWS AND THOSE WITHIN THE POSTED ARROWS INDICATE THAT THEY ARE</p> <p>"CLUBHOUSE PARKING ONLY"</p> <p>THIS VEHICLE IS BEING PARKED IN THESE SPACES FOR OTHER THAN IT'S INTENDED USE, AND YOUR VIOLATION IS BEING LOGGED.....</p> <p><u>SUBSEQUENT VIOLATIONS</u> <u>WILL RESULT IN VEHICLE</u> <u>BEING TOWED.....</u></p> <p>TARA VILLAS H.O.A.  BOARD OF DIRECTORS</p>

# FINING POLICY

PENALTY GUIDELINE EXAMPLES				
Immediately	7 Days	14 Days	30 Days	60 Days
<ul style="list-style-type: none"> <li>• Trash Cans</li> <li>• Garbage left outside unit</li> <li>• Parking</li> </ul>	<ul style="list-style-type: none"> <li>• Visible Storage of Trash</li> <li>• Rec. Eqpt.</li> </ul>	<ul style="list-style-type: none"> <li>• Remove Oil Stains</li> <li>• Backyard Weeds</li> </ul>	<ul style="list-style-type: none"> <li>• Replace Garage Door</li> <li>• Window Treatment</li> <li>• Blinds</li> </ul>	<ul style="list-style-type: none"> <li>• Walls Leaching</li> <li>• Special circumstances</li> </ul>

The preceding is a guideline only. For example, if you have items stored in view, this is a violation of your rules and regulations or governing documents, and you will be given 7 days to remedy this. Please note the completion date on the bottom of your Violation letter.

## Fine schedule:

First Notice	Friendly Reminder	
Second Notice	Warning Letter	
Third Notice	Penalty Letter	\$100.00 Penalty
Additional	Penalty Letter	\$100.00 or Higher For Each Notice

No *initial* penalty can be assessed without prior notice or right of hearing (per NRS 116).

If a violation is deemed a *continuing* violation, the Board may assess penalties automatically and without notice or right of hearing (per NRS 116). A penalty of \$100 a week may be assessed under this provision.

Matters not specifically addressed herein shall be dealt with on a case by case basis at the direction of the Board of Directors.

Penalties not paid are added to your account and become subject to lien if not paid. This lien is similar to a mechanics lien filed on property for which materials or services are not paid for. Should the property be liened, a fee from the lien company of approximately \$450.00 will be added to the amount owed. A lien prevents you from selling your property until the lien is satisfied. It also is noted on your credit record, and may prevent you from obtaining financing. For some types of liens, the property may be subject to foreclosure.

It is not the Board's intent to fine and/or lien homeowners; but rather to gain compliance. If circumstances arise in which you cannot meet your obligations to the Association, state your reasons in writing. The Board will consider the information you provide in making a determination of your account.

If you as a homeowner take care of your property per the Governing Documents of the Association, there will not be any CC&R violations resulting in penalties!

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## TARA VILLAS HOMEOWNERS ASSOCIATION

### ASSESSMENT COLLECTION POLICY

#### RESOLUTION OF THE BOARD OF DIRECTORS

**WHEREAS** the Board of Directors of the Association is charged with the responsibility of collecting assessments for common expenses from homeowners and

**WHEREAS** from time to time homeowners become delinquent in their payments of these assessments and fail to respond to the demands from the Board to bring their accounts current; and

**WHEREAS** the Board deems it to be in the best interest of the Association to adopt a uniform and systematic procedure for dealing with delinquent accounts in a timely manner, and further believes it to be in the best interest of the Association to refer these accounts promptly for collection so as to minimize the Association's loss of assessment revenue;

**NOW THEREFORE, BE IT RESOLVED** that the Board of Directors adopts the following policy and practice effective May 1, 2004.

This document sets forth the association's policy regarding the collection of assessments pursuant to the Association's Article V of the Declaration of Covenants, Conditions and Restrictions, and Nevada Revised Statute Chapter 116.

The Board establishes the Association's fiscal year, January 1 to December 31, as the Regular assessment period.

- 1.0 **Assessments in General.** The Association has a duty to levy regular and special assessments sufficient to perform its obligations under the governing documents and Nevada law. Regular assessments are levied annually and are payable in installments on a monthly basis.
- 2.0 **Notice of Address Changes.** It is the responsibility of each owner to advise the association of any mailing address changes. The Board of Directors may elect from time to time to provide additional periodic statements of assessments and charges, but lack of such statements does not relieve the owners of the obligation to pay assessments.
- 3.0 **Due Date/ Delinquency Date of Assessments.** The following procedure for collection shall be initiated on all delinquent assessments:
  1. Payments are due on the first (1<sup>st</sup>) day of each month and are delinquent if not paid within fifteen (15) days.
  2. At 15 days after the due date, a late payment charge of \$10.00 will be applied for each month the assessment remains delinquent.
  3. Approximately, 30 days after the due date, an "Intent to Lien" letter will be mailed to the owner by prepaid, return receipt request mail and regular mail resulting in a \$25.00 collection charge.
  4. Approximately 60 days after the due date, the unpaid balance of such assessments levied against the Owner's unit are to be immediately due and payable without further demand, and the collection of the full assessment, all late charges and interest will be turned over to a collection agency for filing of a lien resulting in a \$75.00 lien processing fee.
  5. Approximately 90 days after the due date, the collection agency will commence foreclosure proceedings as detailed in the governing documents. In the event such action is taken, the right of the Owner to vote as a Member of the Association shall be suspended until such action has been resolved.



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4.0 **Application of Payments.** All payments will be applied in the delinquent account in the following order:

Legal Fees/Collection Fees  
Late Charges  
Past Due Assessments  
Current Assessments  
Fines

5.0 **Interest Charges** The unpaid balance of an assessment account plus all reasonable costs of collection (including attorney's fees and late charges) shall bear interest commencing 30 days from the due date until paid, at the rate of 12% per annum (1 % per month).

6.0 **Good Faith Payment Agreement** Neither the Association nor its designated agent has any obligation to accept partial payments on an assessment account. An owner may request (in writing) a payment agreement to allow the owner to make periodic partial payments on the entire balance of the assessment account, in addition to the ongoing assessment payments, in amounts and on a payment schedule agreed to by the Board of Directors. The Association has no obligation to enter into such a payment agreement and the initiation and responsibility of such an agreement shall rest solely with the property owner and shall in no way relieve the owner of any expenses/interest incurred or accruing.

7.0 **Release of Lien.** A release of lien will not be recorded until the entire balance of the owner's account is paid. All charges incurred in recording a Release of Lien, including reasonable attorney's fees, will be charged to the homeowner's account.

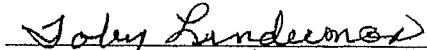
8.0 **Dishonored Checks.** At any time that the Association or its designated agent receives a check dishonored by the bank for any reason, a charge of \$25.00 shall be imposed. The Board of Directors may immediately proceed with the collection process if the assessments are not paid within 10 days after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

9.0 **Address of the Association and the Board of Directors.** Owners should respond in writing or make payments to the address as directed by the designated agent. If no address is given, responses and petitions should be mail

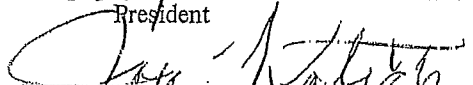
10.0 **Void Provisions.** If any provision of this Policy is determined to be null and void, all other provisions of the Policy shall remain in full force and effect.

This resolution of the Board of Directors has been duly adopted at the March 22, 2004 Board of Directors meeting.

By:

  
President

Attested By:

  
Secretary

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# TARA VILLAS HOMEOWNERS ASSOCIATION

## COMPLIANCE POLICY

### RESOLUTION OF THE BOARD OF DIRECTORS

**WHEREAS** the Board of Directors of the Association is charged with the responsibility of setting reasonable rules and regulations for the homeowners;

**WHEREAS** the Board deems it to be in the best interest of the Association to adopt a uniform and systematic procedure for dealing with a unit's owner or a tenant or a guest violation of any provision of the governing documents.

**NOW THEREFORE, BE IT RESOLVED** that the Association Board of Directors adopts the following policy and practice effective March 1, 2004.

This document sets forth the association's policy pursuant to the Association's Declaration of Covenants, Conditions and Restrictions (CC&R's), Bylaws, Rules & Regulations, Architectural Guidelines, and Nevada Revised Statute Chapter 116.

The Board has elected that:

#### **1.0 VIOLATION NOTIFICATION PROCESS**

1. An unbiased individual representing the association will conduct a monthly inspection. In addition, the **Resident Non-Compliance Report** (Exhibit A) is the accepted method for residents to report in writing any non-compliance issues observed by a resident.
2. The unit's owner and/or tenant will be sent a **Courtesy Letter** (Exhibit B) advising them that they are in violation of the Covenants, Conditions and Restrictions (CC&R's), Rules and Regulations and/or Architectural guidelines of the Association. This notice is intended to remind the owner of the rule and request correction within fourteen (14) days.
3. If the violation still exists at the expiration of thirty (30) day after the discovery of the violation, the homeowner will be sent a **Formal Notice** (Exhibit C) and be given fourteen (14) days to correct the violation.
4. If the violation still exists at the expiration of sixty (60) day after the discovery of the violation, the homeowner will be sent a **Non-Compliance Action** Letter (Exhibit D). This letter will provide the person a written notice specifying the details of the violation, the amount of the fine, and the date, time and location of a hearing on the violation, and a reasonable opportunity to contest the violation at the hearing.

#### **2.0 HEARING & DETERMINATION**

1. The Executive Board will meet in executive session to discuss a violation of the governing documents and/or the alleged failure of a unit's owner to adhere. The Executive Board will hold a hearing before imposing the fine unless the unit's owner a) pays the fine, or b) execute a written waiver of the right to the hearing, or c) fails to appear at the hearing after being provided with proper notice of the hearing.

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2. The Executive Board will meet in executive session to hold a hearing on an alleged violation of the governing documents unless the person who may be sanctioned for the alleged violation requests in writing that the hearing be conducted by the executive board at an open meeting. The person who may be sanctioned for the alleged violation is entitled to attend the hearing and testify concerning the alleged violation, but the person may be excluded by the executive board from any other portion of the hearing, including without limitation, the deliberation of the executive board.
3. The Executive Board will maintain minutes of any decision concerning an alleged violation and provide within 10 days of the hearing, a letter of determination to the person who is subject to being sanctioned.
4. The Executive Board may make a determination that imposes a fine and/or prohibits, for a reasonable time, the unit's owner or the tenant or guest from:
  - (a) Voting on matters related to the common-interest community and/or.
  - (b) Use of the common elements

### **3.0 FINES**

1. The Executive Board may impose a fine that does not exceed \$100 against the unit's owner for each violation. The limitations on the amount of the fine do not apply to any interest, charges or costs that may be collected by the association if the fine becomes past due.
2. If a fine is imposed and the violation is not cured within 14 days, the violation may be deemed a continuing violation. Thereafter, the executive board may impose an additional fine of \$50.00 for the violation for each 7-day period that the violation is not cured. Any additional fine may be imposed without notice and an opportunity to be heard.

### **4.0 COLLECTION OF FINES**

1. Any past due fine:
  - (a) Bears interest at the rate established by the association.
  - (b) Includes any costs of collecting the past due fine at a rate established by the association. If the past due fine is for a violation that does not threaten the health, safety or welfare of the residents of the common-interest community, the rate established by the association for the costs of collecting the past due fines:
    - (1) May not exceed \$20, if the outstanding balance is less than \$200.
    - (2) May not exceed \$50, if the outstanding balance is \$200 or more, but is less than \$500.
    - (3) May not exceed \$100, if the outstanding balance is \$500 or more, but is less than \$1,000.
    - (4) May not exceed \$250, if the outstanding balance is \$1,000 or more, but is less than \$5,000.
    - (5) May not exceed \$500, if the outstanding balance is \$5,000 or more.
  - (c) May include any costs incurred by the association during a civil action to enforce the payment of the past due fine.
2. "Cost of collecting" includes, without limitation, any collection fee, filing fee, recording fee, referral, fee for postage or delivery, and any other fee or cost may reasonably charge to the unit's owner for the collection of a past due fine. The term does not include any costs incurred during a civil action to enforce the payment of a past due fine.
3. "Outstanding balance" means the amount of a past due fine that remains unpaid before any interest, charges for late payment or cost of collecting the past fine are added.

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## 5.0 CONSTRUCTION PENALTIES

1. Any improvement, alteration or modification that is visible from any other portion of the common-interest community must be installed, constructed or added in accordance with procedures set forth in the governing documents, rule & regulations, and/or architectural guidelines of the association and must be selected or designed to the maximum extent practicable to be compatible with the style of the common-interest community.
2. The unit's owner shall adhere to a schedule required by the association for:
  - (a) The completion of the design of a unit or the design of an improvement to a unit;
  - (b) The commencement of the construction of a unit or the construction of an improvement to a unit;
  - (c) The completion of the construction of a unit or the construction of an improvement to the unit; or
  - (d) The issuance of a permit, which is necessary for the occupancy of a unit or for the use of an improvement to a unit.
3. The association may impose and enforce a construction penalty against a unit's owner who fails to adhere to a schedule as required and to the maximum amount as set forth in:
  - (a) The declaration;
  - (b) Another document related to the common-interest community that is recorded before the date on which the unit's owner acquired title to the unit or;
  - (c) A contract between the unit's owner and the association; and
4. A construction penalty is not a fine.

## 6.0 COLLECTION OF CONSTRUCTION PENALTIES

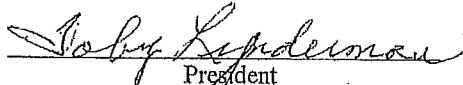
1. No less than thirty days after mailing the notice of intent to lien the Executive Board may initiate a lien on a unit for any construction penalty that is imposed against the unit's owner from the time the construction penalty becomes due. Any penalties are enforceable as assessments and may be foreclosed on.

## 7.0 VOID PROVISIONS

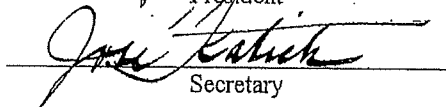
1. If any provision of this Policy is determined to be null and void, all other provisions of the Policy shall remain in full force and effect.

This resolution of the Board of Directors has been duly adopted at the January 26, 2004 Board of Directors meeting.

By:

  
President

Attested By:

  
Secretary

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## ATTORNEY/CLIENT CONTINGENCY FEE AGREEMENT

TARA VILLAS HOMEOWNERS ASSOCIATION ("Client") and ANGIUS & TERRY LLP ("Attorney") agree as follows:

1. Purpose of Legal Representation. Client hereby employs Attorney to represent Client in the prosecution of any and all third-party claims for damages, offsets or other relief which Client may have related to or arising out of the development, design, construction, sale, operation and maintenance of the Client's common interest community (hereinafter "Client's Claims").

2. Contingent attorney's fee. Attorney shall receive compensation for services rendered only if Attorney obtains a recovery for Client. The contingent fee to be paid to Attorney is a percentage of the Client's recovery, depending on the stage at which the settlement or other resolution is reached:

- (a) 10% of the net recovery if settlement occurs before the filing of a complaint.
- (b) 31% of the net recovery if settlement occurs before the start of trial.
- (b) 35% of the net recovery if settlement or other resolution occurs after the start of trial.

"Net recovery" means the total amount received from any source and by any means including credits, offsets, sums or consideration of any kind whatsoever paid or inuring to Client on account of or in connection with Client's Claims minus all litigation expenses incurred in prosecuting Client's Claims. In the event the "net recovery" includes goods or services in kind, the "net recovery" shall, for purposes of computing the attorney's fee, include the fair market value of such goods or services. Attorney shall also be entitled to interest which actually accrues on the attorney's contingent fee during the period in which the recovery is held in an interest bearing account.

3. Advancement of Litigation Expenses. Attorney shall advance on behalf of Client all litigation expenses. Attorney shall be reimbursed for all such expenses out of the recovery, if any, in addition to its contingent attorney's fee set forth above. If no recovery is obtained, Client will not be obligated to pay any fees for litigation expenses.

Litigation expenses may include, but are not limited to, the following: Expert witness fees and costs, court filing fees, fees of process servers, deposition reporter's charges and fees, charges for transcripts of depositions or court proceedings, special master fees, mediator fees, postage, copy and facsimile charges, messenger charges, freight and other transportation charges, witness fees, consultants' fees, any other costs of obtaining and presenting evidence, and appellate and printing costs, if any.

4. Approval Necessary For Settlement. No settlement of any nature shall be made for any of Client's Claims without the approval of Client.

5. Attorney's Lien. Attorney shall have a lien for services rendered and costs advanced in connection with Client's Claims, or any other matter on which Client requests the assistance of Attorney, on any sums recovered, whether by settlement, offset, judgment or otherwise, on account of the Client's Claims. Attorney shall have the right, but not the obligation, to file in any action a Notice of Attorney's Lien and to record a Financing Statement, pursuant to applicable provisions of the Uniform Commercial Code, if any. Client agrees to execute said documents on the request of

*Angius & Terry*

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Attorney.

6. Termination by Client. If Client terminates the services of Attorney for any reason whatsoever, Attorney shall have a lien on the recovery in an amount that fairly represents Attorney's contribution and efforts in obtaining the recovery, bearing in mind the contingent nature of this agreement and the percentages of the recovery which the Client has agreed to pay to Attorney, plus any litigation expenses which Attorney has advanced. In addition, Client shall be obligated to reimburse Attorney immediately for any litigation expenses advanced on behalf of Client, without regard to the timing or amount of the recovery, if any.

7. Nevada law requires that Client be advised that in the event Client is not the prevailing party in this action, Client may become liable for the opposing party's attorneys' fees and costs.

8. Nevada law requires that Client can only proceed with this litigation in good faith. If Client brings an action solely to harass or to coerce a settlement, Client may be found liable for malicious prosecution or abuse of process.

9. No Representation Or Warranties. Client acknowledges that it is unethical for an Attorney to make any promises or guarantees regarding the success of Client's Claims. Client acknowledges and agrees that Attorney has made no promises or guarantees regarding the success of Client's Claims, and that all expressions relative thereto are matters of opinion only. Client acknowledges that it has been told by Attorney that it is not possible to guarantee the outcome of litigation based on Client's Claims.

10. Scope of Authority. Client hereby gives to Attorney the power and authority fully to prosecute and present Client's Claims.

11. Insurance. Attorney carries errors and omissions insurance coverage.

I have read and understood the foregoing terms and agree to them.

Date: 4/23/04

TARA VILLAS HOMEBOWNERS ASSOCIATION

By: Soby Landerma  
Its: President

Date: 4/23/04

ANGIUS & TERRY LLP

By: Paul P. Terry, Jr.  
Paul P. Terry, Jr.

ORIGINAL

## TARA VILLAS HOMEOWNER' S ASSOCIATION

### DISPLAY OF THE UNITED STATES FLAG POLICY

#### RESOLUTION OF THE BOARD OF DIRECTORS

**WHEREAS** the Board of Directors of the Association is charged with the responsibility of setting reasonable rules and regulations for the homeowners;

**WHEREAS** the Board deems it to be in the best interest of the Association to adopt a uniform and systematic procedure for dealing with a unit owner's entitlement to display the flag of the United States, and further believes it to be in the best interest of the Association to establish reasonable rules consistent with the Federal Flag Code;

**NOW THEREFORE, BE IT RESOLVED** that the Association Board of Directors adopts the following policy and practice effective \_\_\_\_\_, 2004.

This document sets forth the association's policy regarding the display of the United States flag pursuant to the Association's Declaration of Covenants, Conditions and Restrictions (CC&R's), Bylaws, and Nevada Revised Statute Chapter 116.

The Board has elected to permit the display of one United States flag if:

1.0 **Display.** The flag is displayed

1. From a single flagpole or staff, which does not exceed 25 feet in height, located on exterior property within the boundaries of a unit or which is attached to an exterior limited common element that forms a part of the boundaries of the unit.
2. From a window, ledge, sill railing, patio, terrace or balcony of a unit or an exterior limited common element that forms a part of the boundaries of a unit, whether or not the flag is displayed from a flagpole or staff.
3. Only during sunrise to sunset unless it is properly illuminated during the hours of darkness.
4. In a manner that does not pose a real and substantial danger to health or safety.

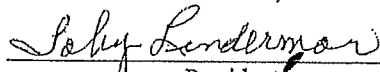
2.0 **Flag.** The flag

1. Does not exceed 4 feet in its vertical dimension or 6 feet in its horizontal dimension. The horizontal dimension of the flag is the dimension that is parallel with the horizontal stripes of the flag.
2. Does not include a depiction or emblem of the flag of the United States that is made of balloons, flora, lights, paint, paving materials, roofing, siding or any other similar building, decorative or landscaping component or other improper materials.

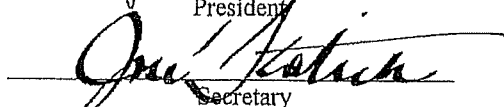
3.0 **Void Provisions.** If any provision of this Policy is determined to be null and void, all other provisions of the Policy shall remain in full force and effect.

This resolution of the Board of Directors has been duly adopted at the \_\_\_\_\_, 2004 Board of Directors meeting.

By:

  
President

Attested By:

  
Secretary

ORIGINAL

# TARA VILLAS HOMEOWNERS ASSOCIATION

## VEHICLE AND PARKING POLICY

### RESOLUTION OF THE BOARD OF DIRECTORS

WHEREAS the Board of Directors of the Association is charged with the responsibility of setting reasonable rules and regulations for the homeowners; and it is in the best interest of the Association to adopt a uniform and systematic procedure for dealing with a unit's owner or a tenant or a guest violation of any provision of the governing documents.

NOW THEREFORE, BE IT RESOLVED that the Association Board of Directors adopts the following policy and practice effective July 1, 2004.

This document sets forth the association's policy pursuant to the Association's Declaration of Covenants, Conditions and Restrictions (CC&R's), Bylaws, Rules & Regulations, and Nevada Revised Statute Chapter 116.

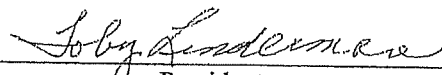
The Board has elected that:

- 1) A number of dedicated clubhouse parking spots, on either side, will be dedicated and posted for "clubhouse use parking only",
- 2) CC&R'S Section 6.03 (d) states in part "garages shall be used solely and exclusively for the parking of vehicles, together with incidental storage." To have more parking spots, cease and desist letters will be sent to those residences that the Board deems not to be complying,
- 3) Prohibit the use of any "unlicensed" vehicle which is self-propelled. This would include, but not be limited to scooters, mopeds, go-peds, go-karts, segways' and other similar vehicles (NRS 483.550),
- 4) Consider banning all commercial vehicles which contain company logos,
- 5) A 48 hour notice that any derelict vehicle will be towed. A derelict vehicle is one that is determined to be inoperable or out of legal licensing,
- 6) Parallel parking alongside driveways and in front of residences is for loading and unloading only. Extended periods of parallel is against fire code.

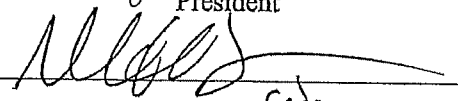
If any provision of this Policy is determined to be null and void, all other provisions of the Policy shall remain in full force and effect.

This resolution of the Board of Directors has been duly adopted at the May 24, 2004 Board of Directors meeting.

By:

  
President

Attested By:

  
Secy

- effective 07/01/04



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# TARA VILLAS HOMEOWNERS ASSOCIATION

## TOWING ENFORCEMENT POLICY

### RESOLUTION OF THE BOARD OF DIRECTORS

WHEREAS, the Association in accordance with the Declaration of Covenants, Conditions, and Restrictions of the Association and the Nevada Revised Statutes, which expressly provide for removal of vehicles parked in an unauthorized manner on private property, through its Board of Directors desires that a person(s) be designated as a Parking Enforcement Agent for the purposes of implementing and enforcing the Association's parking regulations, including issuing warnings to violators of the parking regulations and towing vehicles parked in an unauthorized manner, and

WHEREAS, the Association, through its Board of Directors, further desires that a person(s) be designated as a Parking Enforcement Agent of the Association for the purpose of implementing and enforcing the Association's parking regulations on behalf of the Board of Directors, the Board of Directors shall indemnify, defend and hold harmless the person or company designated as the Parking Enforcement Agent, of the Association.

NOW THEREFORE, IT IS HEREBY RESOLVED that the Association, by and through its Board of Directors, designates the four (4) person(s) listed below as the Parking Enforcement Agent(s), for the purposes of implementing and enforcing the Association's parking regulations including issuing warnings to violators of the parking regulations and towing vehicles parked in an unauthorized manner and shall indemnify, defend and hold harmless them in its implementation and enforcement of the Association's parking regulations.

If any provision of this Policy is determined to be null and void, all other provisions of the Policy shall remain in full force and effect.

This resolution of the Board of Directors has been duly adopted at the \_\_\_\_\_, 2004 Board of Directors meeting.

By:

Toby Linderman  
President

Attested By:

Jose Katic  
Secretary

### PARKING ENFORCEMENT AGENTS (S)

- 1) Resident Agent from Platinum Community Services, LLC
- 2) TOBY LINDERMAN
- 3) TOM AMBROSE
- 4) JOSE KATIC

Toby Linderman

**RESOLUTION OF THE BOARD OF DIRECTORS  
FOR  
TARA VILLAS  
HOMEOWNERS ASSOCIATION**

**“Window Coverings”**

WHEREAS, the Board of Directors of Tara Villas Homeowners Association is empowered to govern the affairs of the homeowners association pursuant Amended and Restated Supplemental Declaration of covenants, conditions, and Restrictions and Reservation of Easements (CC&R's), Article VI.

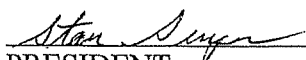
WHEREAS, The Tara Villas Homeowners Association has the duty, responsibility and authority to adopt and enforce Rules and Regulations to govern the conduct of owners, residents and their guest(s). This amendment does not supersede the Governing Documents better known as the Bylaws and the Covenants, Conditions and Restrictions and Reservation of Easements (CC&R's). This amendment is simply an additional Governing Document.

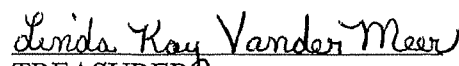
NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors has amended the Window Coverings as follows:

1. All window coverings when repaired or replaced will need to be either the 1" white aluminum mini blinds as originally installed by the developer in the units or the 2" white faux wood blinds also in white only.
2. Should a homeowner like to install anything other than the above noted two styles, they will need to submit an Architectural Review Request along with the color and, if possible, a sample of the blinds they would like to install. The Board of Directors and/or the Architectural Committee will either approve or deny the selection and if denied give reasoning as to why the submitted selection is being denied. If approved the homeowner will need to install solar screens on the outside of the unit. The style of solar screens must be of same design and color as what is currently installed on the residences throughout the community.

This resolution shall remain in effect until otherwise rescinded, modified or amended by a majority of the board of directors.

This resolution is adopted in resolution format on this 17<sup>th</sup> day of May, 2010 as agreed by a unanimous vote at the Board of Directors meeting.

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
TREASURER

  
\_\_\_\_\_  
SECRETARY