

**SUN CITY MESQUITE HOMEOWNERS' ASSOCIATION**

**RULES**

**(Revised)**

**Approved: "Action Without Meeting" – 9/9/21**

**Ratified by Board of Directors – 10/19/21**

**Estate Sales - Revised – 4/19/22**

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ASSOCIATION RULES  
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# SUN CITY MESQUITE HOMEOWNERS' ASSOCIATION

## ASSOCIATION RULES

(Ratified by the Board of Directors on October 19, 2021)

### ARTICLE 1

#### PURPOSE, ORGANIZATION AND FINANCE

**1.1 Governing Documents.** The Sun City Mesquite Homeowners' Association (the "**Association**") was established on May 21, 2007, as a Nevada nonprofit corporation for the purpose of providing management, maintenance and care of the Common Elements and any other Areas of Common Responsibility placed under its jurisdiction. The duties and powers of the Association are defined in the Governing Documents, which are as follows:

- (i) Declaration of Covenants, Conditions and Restrictions for Sun City Mesquite, as may be amended from time to time (the "**Declaration**");
- (ii) Any Supplemental Declaration recorded from time to time pursuant to Section 2.7 of the Declaration;
- (iii) Articles of Incorporation of Sun City Mesquite Homeowners' Association;
- (iv) Sun City Mesquite Homeowners' Association Bylaws;
- (v) Sun City Mesquite Homeowners' Association Rules (the "**Rules**");
- (vi) Design Guidelines for Sun City Mesquite.

Each Unit Owner in Sun City Mesquite is provided with a copy of all Governing Documents. By taking title to a Unit within Sun City Mesquite, a Unit Owner agrees to comply with the provisions of the Governing Documents as they pertain to the Unit Owners and Members. Capitalized words used in these Rules will have the same meanings as described in Article 1 of the Declaration unless they are defined otherwise in this document. These Rules are only a part of the Governing Documents; Unit Owners should read all Governing Documents to gain an understanding of how the Association operates and what restrictions are placed upon their property and the Common Elements.

**1.2 Management.** The Board of Directors of the Association ("**Board**") is responsible for the administration of the Association and is authorized to hire personnel necessary for the daily operation of the Association and its Common Elements. During the Period of Declarant Control (as defined in the Declaration), the Declarant under the Declaration has the authority to appoint and remove a majority of members of the Board and officers of the Association. Upon the termination of the Period of Declarant Control, all Board members will be elected by the Members of the Association. Each Unit Owner is a Member of the Association.

The Board has contracted with a property management company ("**Community Manager**") to oversee the daily operation of the Association. The Community Manager will work closely with the Board to assure that the Association is being operated in a manner that will

enhance and preserve the Community. The Community Manager's name, telephone number and address will be provided to you at the time you purchase your Unit.

**1.3 Finance and Collections.** Timely payment of regular and special assessments is of critical importance to the Association. The failure of any owner to pay quarterly assessments when due creates a cash-flow problem for the Association and causes those owners who make timely payment of their assessments to bear a disproportionate share of the Association's financial obligations. Therefore, the Board of Directors has enacted the following policies and procedures concerning collection of delinquent assessment accounts and discloses fees associated with this policy and the schedule of fines for violations of the governing documents.

(a) Assessment due dates. The regular quarterly assessment is payable in four (4) equal installments on the first business day of the first month of January, April, July and October. Special Assessments shall be due and payable on the due date specified by the Board of Directors in the notice imposing such assessment or in the ballot presenting the Special Assessment to the Members for approval. Regular and Special Assessments shall be delinquent if not paid within fifteen (15) calendar days after they become due.

(b) Late Charges. When an installment payment of a Regular Assessment or a Special Assessment becomes delinquent, the Owner's account with the Association shall be charged with a late payment equal to \$10.00.

(c) Collection Costs Are Also Recoverable. As provided by law and the governing documents, the Association is also entitled to recover all reasonable costs incurred in collecting delinquent assessments including, but not limited to, the following: (i) reasonable charges imposed to defray the cost of preparing and mailing demand letters; (ii) legal expenses incurred; (iii) recording fees; (iv) costs incurred with title companies or foreclosure and collection service providers; and (v) fees related to the preparation, recording or delivery of a lien, title search, bankruptcy search fees, referral fees and fees for postage or delivery. See attached fee schedule.

(d) Interest. If an assessment payment is delinquent for more than sixty (60) calendar days, interest shall be imposed on all delinquent assessments, late charges, and reasonable costs of collection at the annual percentage rate of current prime rate plus 2% per NRS 116.3115(3).

(e) Transfer of Account to Collections. The Association may not mail to a Unit Owner or his/her successor in interest a letter of its intent to mail a notice of delinquent assessment, mail the notice of delinquent assessment or take any other action to collect a past due obligation from a Unit's Owner or his or her successor in interest unless not earlier than sixty (60) calendar days after the obligation becomes past due, the Association, or its agent shall mail to the Owner at the address on file: (a) a schedule of fees that may be charged if the Unit's Owner fails to pay the past due obligations, (b) a proposed repayment plan, and a notice of the right to contest the past due obligation at a hearing before the Board and the procedures for requesting such a hearing. If an Owner's assessment account remains delinquent for thirty (30) calendar days after the Owner shall receive the schedule of fees, proposed payment plan and notice of right to a hearing, the Association may refer the account to a third party collection agency for further action. The

Association may pursue one of these alternatives: (1) non-judicial foreclosure proceedings. (2) court action for monetary damages, or (3) judicial foreclosure.

(f) Assessment Lien. If payment for all sums that are then delinquent, including the delinquent assessment, late charges, costs, and reasonable attorney fees, is not made within thirty (30) calendar days from the date of the demand letter, the party collection agency shall be entitled to cause to be recorded in the County Recorder's Office a Notice of Delinquent Assessment and Claim of Lien for all sums that are then delinquent. A recorded Notice of Delinquent Assessment creates a lien on the delinquent Owner's Unit that is subject to foreclosure. The Association has the option of pursuing foreclosure judicially or non-judicially.

(g) Payment Agreement. Any agreement entered into with the owner shall be reasonable, as determined by the Board, and for the purpose of assuring that the best interest of the Association is served. Failure of an Owner to comply with an approved payment schedule shall give the Board and/or its agent the right to immediately continue the collection process without further notice to the Owner.

(h) Recovery of Attorney Fees and all Reasonable Costs of Collection. If a lawsuit or foreclosure proceeding is initiated by the Association to recover assessments, the Association is entitled to recover not only the amount in default, plus late charges and interest, but also all reasonable costs of collection, including, but not limited to, title company charges and attorney fees.

(i) The fiscal year for the Association is the calendar year. The amount of the Common Expense Assessment and any Neighborhood Assessments will be determined each year by the Board and all Unit Owners will be notified and asked to ratify the budget at an Association meeting called for that purpose, pursuant to Subsections 7.2.1 and 7.2.2 of the Declaration.

## ARTICLE 2

### RELATIONSHIP OF THE ASSOCIATION TO CONESTOGA GOLF CLUB

**2.1 Golf Course Restrictions.** The Community is adjacent to the Conestoga Golf Club (the "**Golf Course**"): A Declaration of Covenants, Conditions, Restrictions and Easements for Conestoga Golf Club (the "**Golf Course Restrictions**") was Recorded on May 23, 2007, in Book 20070523 as Instrument No. 0002197, which imposes upon the Golf Course and the Community certain covenants, conditions, restrictions and easements for the mutual benefit of the Association, Unit Owners and the Golf Course Owner. Unit Owners should read the Golf Course Restrictions to gain an understanding of the benefits and obligations of the Association, Unit Owners and the Golf Course Owner set forth therein.

**2.2 Private Amenity.** Although the Golf Course is open to the general public, the Golf Course is a Private Amenity. Neither ownership nor occupancy of a Unit within the Community confers any ownership in or right to use the Golf Course, except as provided in the Golf Course Restrictions. Each person enjoying the facilities offered by the Golf Course does so at the pleasure of the Golf Course Owner, subject to all rules and regulations established by the Golf Course Owner.

**ARTICLE 3**  
**ASSOCIATION PROPERTY AND FACILITIES**

**3.1 Release of Liability.** Each person using the recreational facilities on the Association Common Elements does so at his or her own risk and hereby accepts and assumes any and all health and other risks as may now or hereafter be or become associated with such use, and agrees not to assert or make any claim against the Declarant, the Association, the Community Manager or any director, officer, employee, agent, representative or contractor of the Declarant, the Association or the Community Manager.

**3.2 Activity Cards.**

(a) Private Property. The Common Elements and all facilities located thereon are private and not open to the general public. Activity cards give evidence to Association employees that a person is entitled to use the facilities on the Common Elements. Activity cards must be carried or worn by Residents whenever using the facilities. Persons not possessing an activity card may be asked to leave the facilities.

(b) Resident/Unit Owner Activity Cards. Activity cards will be distributed to Unit Owners who are Residents upon visiting the Association office after closing a Unit within Sun City Mesquite. The Association will issue at no cost activity cards to 2 Residents who have been approved for occupancy by the Board. If a Unit is occupied by more than 2 Residents and the additional Residents desire to use the recreational facilities, each additional Resident (not to exceed 4 additional Residents) must purchase an activity card at the cost of one-half the current annual Common Expense Assessment. Such additional activity cards must be purchased on an annual basis only, and no refunds or prorations for such additional activity cards will be given. Activity cards will not be issued to (i) Unit Owners that are not Residents, and (ii) Residents who are not at least 19 years of age. (Revised 2.12.08)

(c) Resident/Renter Activity Cards. If a Unit is being leased, 2 Residents approved for occupancy by the Board will be entitled to use the facilities upon issuance of renter activity cards. Renter activity cards will be issued only after all restrictions governing leasing set forth in Section 4.37 of the Declaration and all rules applicable to renters and leases set forth in **Article 7** of these Rules have been satisfied. Any outstanding activity cards held by the Unit Owners or by previous tenants must be relinquished (or will be de-activated by the Association) prior to issuance of new renter activity cards. If a Unit is occupied by more than 2 Residents and the additional Residents desire to use the recreational facilities, each additional Resident approved for occupancy by the Board (not to exceed 2 additional Residents) must purchase an activity card at the cost of one-half the current annual Common Expense Assessment. Such additional activity cards must be purchased on an annual basis only, notwithstanding a lease term that may be less than an entire year, and no refunds or prorations for such additional activity cards will be given.

(d) Temporary Activity Cards. A person(s) who has signed a purchase agreement with Declarant and whose home is under construction but has not yet closed escrow is entitled to purchase temporary activity cards and use the facilities as follows: (i) no more than 2 temporary activity cards will be issued for a Unit; (ii) temporary activity cards will be issued upon receipt by the Association of a letter signed by the purchaser's sales agent stating that construction

of the home has commenced and the anticipated closing date; (iii) a fee equal to one month of the current Common Expense Assessment shall be payable monthly by the purchaser (which shall cover the cost of both temporary activity cards); and (iv) temporary activity card holders may not bring guests to the facilities. Upon the close of escrow, the temporary activity cards will be de-activated and the Unit Owner must obtain a Resident activity card in accordance with **Subsection 3.2(b)** above. If a purchase agreement is cancelled for any reason prior to the close of escrow, the temporary activity cards will be de-activated.

(e) Guests of Residents. A guest of a Resident holding a valid activity card may use the facilities in accordance with the following rules:

(i) the Resident must register the guest at the Member services desk prior to using the facilities and obtain a guest pass;

(ii) in order to obtain a guest pass, the guest will be required to sign a form releasing the Association of any liability resulting from the guest's use of the facilities and pay a fee as follows:

(A) \$5.00 for one day for each guest 19 years of age or older, and \$2.00 for one day for each guest under the age of 19 years; over the age of nineteen pay only \$2.00 during swimming hours of 3:00-5:00 pm.

(B) \$25.00 for 7 days (the days do not have to be consecutive) for guests of any age;

(C) \$80.00 for 30 days (the days do not have to be consecutive) for guests of any age; and

(D) All guest passes have no expiration date.

(iii) **IN ACCORDANCE WITH SUBSECTION 3.3.4 OF THE DECLARATION, THE GUEST MUST BE ACCOMPANIED BY THE RESIDENT HOST AT ALL TIMES;**

(iv) Residents are responsible for their guests while using Association Common Elements and facilities;

(v) At the discretion of the Community Manager, guests may be denied participation in activities if the guest's participation prevents Residents from participating (e.g., classes with limited space); and

(vi) Equipment may be checked out only by Residents with valid activity cards, not by guests.

(f) Guests of Declarant. In accordance with Subsection 3.4.5 of the Declaration, prospective purchasers may use the facilities upon terms and conditions established by Declarant from time to time.



(g) Lost or Stolen Activity Cards. There will be a \$10.00 charge to replace a lost or stolen activity card.

### **3.3 Code of Conduct.**

(a) All persons must conduct themselves in a civil and courteous manner at all times and must not jeopardize or interfere with the rights and privileges of others.

(b) Loud, profane, indecent or abusive language is prohibited.

(c) Harassment or physical abuse of any person by another is prohibited.

(d) No person's actions shall compromise the safety of another.

**3.4 Parking.** In addition to the restrictions set forth in Sections 4.19 and 4.20 of the Declaration, the rules in this Section apply to all vehicles parked or operated on Association Common Elements:

(a) Only vehicles with displayed legal handicap parking identification may park in designated handicap parking spaces. Violators will be subject to all rights and remedies of the Association as set forth in the Governing Documents and the enforcement rights of any applicable governmental jurisdiction.

(b) Parking is prohibited wherever designated by sign, red-painted curb or striped pavement.

(c) No motorized vehicles may be parked or operated on sidewalks except for low-speed personal transporters (under 3 mph), Association maintenance vehicles and contractor vehicles when necessary for performance of work.

(d) Special parking restrictions may be established by the Association for special events.

**3.5 Notices and Advertisements.** Notices, advertisements or posters of any kind shall not be placed or distributed on Association Common Elements without the prior written consent of the Community Manager. The following rules apply to the Community bulletin board:

(a) Fliers may be no larger than 8-1/2 inches x 11 inches.

(b) Notices for events may be posted no longer than 30 consecutive days before a scheduled event and must be removed no later than the day following the event.

(c) Generally only announcements for Association or club events will be permitted to be posted; provided, the Community Manager may permit personal advertisements to be posted if space is available.

**3.6 No Smoking Policy.** Smoking is prohibited (i) in all indoor areas of Association Common Elements, (ii) in the outdoor pool areas and sports facilities, and (iii) within 25 feet of any building situated on a Common Element.

**3.7 Alcoholic Beverages.** No alcoholic beverages may be brought to and/ or consumed in or on any Association Common Elements except when purchased from licensed vendors at Association approved events.

**3.8 Association Employees.** All persons shall respect the duties and authority of Association employees. Any directives, verbal or written, from Association employees shall stand. If any person disputes an Association employee's actions, then that person shall be entitled to a hearing before the Board, or any committee or individual appointed by the Board for such purpose, to determine the validity or acceptability of any disputed action. Until the Board or its appointee decides otherwise, the action shall be deemed valid and acceptable. Any inattention to duty or lack of courtesy by an Association employee should be reported to the Community Manager or the Board. Association employees who are not Unit Owners or Residents shall be permitted to use the facilities on the Association Common Elements during normal hours of operation.

**3.9 Pets.** Pets (except for assistive animals) shall not be allowed inside or in the outdoor pool areas or sports facilities of the Association Common Elements.

**3.10 Violations.** Any person who refuses to comply with these Rules may be asked to leave an Association Common Element by Association employees. The Association shall take all actions available to it pursuant to the Governing Documents with respect to chronic offenders.

**3.11 Lost and Found.** Lost and found items will be retained at the Association office for a 30-day period of time and then, discarded if not claimed. The Association will not be responsible for any misplaced or lost items left on Association Common Elements.

**3.12 Private Streets.** The speed limit on the private streets of the Community is 25 miles per hour. Speeds above this limit create hazards and may be dangerous to the Residents. Violators may be subject to fines.

**3.13 Rules Applicable to the Community Center.**

(a) Days/Hours of Operation. Operating hours are 6:00 a.m. to 8:00 p.m., Monday through Friday, 7:00 a.m. to 6:00 p.m. on Saturday, 8:00 am to 6:00 pm on Sunday, and during the time period the outdoor swimming pool is open, the Pioneer Center will close at 8:00 pm on the Weekends. The Community Center will be closed **at noon on Thanksgiving Eve, all day (1.1.15) Thanksgiving** and from noon on Christmas Eve through Christmas day, from noon on New Year's Eve through New Year's Day. The days and hours of operation may vary from time to time at the discretion of the Board.

(b) Health Concerns. All persons using the facilities for sports and exercise activities (especially persons with known medical problems or persons unsure of their physical condition) are advised to obtain independent advice regarding the status of their health and specific recommendations for exercise before using any equipment or taking part in any sport. Activities

are not supervised. Therefore, all persons using fitness, or any other type of equipment do so entirely at their own risk.

(c) Appropriate Dress. Upper body garments and footwear are required by all individuals inside the Community Center, except in the swimming pool, spa and locker room areas where proper swimming attire is required. No wet swimwear is permitted except in the swimming pool, spa and locker room areas.

(d) Rental of Facilities. Certain areas of the Community Center may be rented to Members or other persons or entities for meetings or special occasions at the discretion of and subject to terms and conditions established by the Board. Inquiries should be directed to the Community Manager.

(e) Locker Rooms. Locker rooms are available for use only in conjunction with the use of the Community Center facilities. The following rules shall apply to the locker rooms:

(i) Lockers are available on a "first-come, first-served" daily basis. Locks must be provided by Residents and removed prior to closing each day. Any locks remaining after closing will be removed and discarded by Association employees.

(ii) Persons of the opposite sex over the age of 7 are not to be taken into locker rooms. Residents accompanying persons should use the assisted changing rooms.

(f) Aerobics and Fitness Rooms (the "Fitness Facilities"). The Fitness Facilities are available on a "first-come, first served" basis. Association employees are responsible for scheduling group classes, which may be subject to additional fees and may be cancelled or changed at any time by the Association. The following rules shall apply to the Fitness Facilities:

(i) No persons under the age of 19 will be permitted in the Fitness Facilities or movement room.

(ii) No glass or glass containers of any kind are permitted in the Fitness Facilities. Beverages are permitted in plastic non-spill bottles.

(iii) Appropriate exercise attire is required at all times. Shirts, shorts, sweatpants and shirts, leotards, tights and closed toed shoes are acceptable attire. Upper body garments are required. No heels or black-soled shoes are permitted in the Fitness Facilities.

(iv) All persons using the exercise equipment must wipe down the equipment when finished. The Association does not supply towels.

(v) The Community Manager may establish and post time limits for use of the fitness equipment if deemed necessary.

(vi) No personal trainers are allowed to train persons using the Fitness Facilities unless such personal trainers are employed by, under contract with the Association or having consent of the Community Manager.

(vii) Equipment in the Fitness Facilities may not be removed from the Fitness Facilities, but all equipment is available for use if not being used in a class.

(viii) Personal audio or video playback devices may be used only with earphones. Cell phone use should be limited to emergency calls. Be courteous of other residents while using cell phones.

(g) Walking/Running Track. The following rules apply to the walking/running track:

(i) Walking/running will be in a clockwise direction on even calendar days and a counterclockwise direction on odd calendar days.

(ii) When walking/running with a friend, use one lane or proceed in single file.

(iii) Persons under the age of 13 are not permitted on the walking/running track.

(iv) Athletic attire is required (black soled shoes are permitted but they must be athletic shoes); shirts must be worn at all times.

(v) The Community Manager shall have the authority to schedule the walking/running track for Association events.

(h) Swimming Pool and Spa Facilities. The following rules shall apply to the outdoor swimming pool, the indoor pool and both the outdoor and indoor spas:

(i) **NO LIFE GUARDS ARE ON DUTY. PERSONS USING THE POOLS AND SPAS DO SO AT THEIR OWN RISK. IT IS RECOMMENDED THAT NO PERSON USE THESE FACILITIES ALONE.**

(ii) Hours of operation will be posted in the pool and spa areas.

(iii) Anyone entering the pool and spa facilities must use the Community Center shower before entering. Only water-based sunscreen may be used.

(iv) Persons with infectious skin diseases, including open sores, eye, nasal or ear discharge are not allowed in any pool or spa. All dressings (band-aids) must be removed before entering a pool or spa.

(v) Appropriate swimwear is required in all pools, spas and surrounding areas. Cutoffs and street shoes are not allowed. Aqua shoes are allowed but not if worn in from the outside.

(vi) No diving, jumping, boisterous play or excessive splashing is allowed. Running on the pool deck is prohibited.

(vii) Personal audio or video playback devices may be used only with earphones.

(viii) No food is allowed in any pool or spa area except in designated areas where signage permits. Gum is prohibited.

(ix) No glass or glass containers of any kind are permitted in any pool or spa area. All beverages must be in covered containers.

(x) Chemicals are used in the pool and spa water that may at times cause damage to swimwear. The Association will not be responsible for any such damage.

(xi) The pools and spas may be closed by Association employees at any time without notice to perform maintenance, for special events or due to safety reasons.

(xii) Additional rules for swimming pools and spas may be established at any time by the Board.

The following rules shall apply to **only** the swimming pools and surrounding areas:

(xiii) The indoor pool may be heated on a seasonal basis at such times as determined by the Board. The Community Manager will determine pool temperatures from time to time based on industry standards.

(xiv) A reasonable number of flotation and other aquatic devices are allowed in the pool. Except for any device that is used by a Resident as required by a physician, the Community Manager may limit the number of devices used in a pool at one time if they interfere with other swimmers.

(xv) Lane dividers will be used to designate lap lanes and will be installed and removed by Association employees according to pool activity schedule.

(xvi) Lap lanes are reserved for continuous swimming only and must be shared if multiple lap swimmers are present.

(xvii) Classes in the pool areas will be scheduled by Association employees and available on a "first-come, first-served" basis. Additional fees may apply.

(xviii) Persons under the age of 19 and at least 42 inches tall may use the pools and pool areas **only** during the hours of 3:00 p.m. to 5:00 p.m. daily. These hours will be strictly enforced. Persons must be accompanied in the water by a responsible adult.

The following rules shall apply to **only** the spas and surrounding area:

(xix) Residents and their guests must use caution when using the spa. Spa temperatures will be maintained by Association employees in accordance with industry standards. No more than 10 to 15 minutes use at one time is recommended.

(xx) Flotation devices are not permitted in the spa.

(xxi) Persons under the age of 19 are not permitted in the spa.

(i) Tennis Courts. Except for tennis club and Association events, no reservations are necessary. Tennis courts will be available on a “first-come, first-served” basis. The following rules shall apply to the tennis courts:

(i) Persons under the age of 13 are not permitted on the tennis courts.

(ii) Hours of operation will be posted in the tennis court area.

(iii) Appropriate tennis attire and tennis shoes are required.

(iv) Food and gum are allowed in the court enclosure. Beverages are permitted in non-glass, covered containers.

(v) Time limit for singles play is 1 hour (including warm-up) and time limit for doubles play is 1.5 hours (including warm-up) if all courts are in use and players are waiting.

(j) Bocce Courts. Except for bocce club and Association events, bocce courts will be available on a “first-come, first-served” basis. The following rules shall apply to the bocce courts:

(i) Persons under the age of 13 are not permitted on the bocce courts.

(ii) Court play is limited to 1.5 hours if all courts are in use and players are waiting.

(iii) Upper body garments must be worn at all times and soft-soled shoes (such as athletic shoes) are required.

(iv) Bocce equipment is available for check-out at the Park Services building next to the Community Center. When checking out the equipment, Residents must leave their activity card. The card will be returned when the equipment is returned.

(v) Food and gum are allowed on the bocce courts. Beverages are permitted in non-glass, covered containers.

(k) Putting Green. Play on the putting green is available on a “first-come, first-served” basis. The following rules shall apply to the use of the putting green:

(i) Hours of operation will be posted in the putting green area.

(ii) Appropriate sports attire is required.

(iii) Food and gum are allowed on the putting green. Beverages are permitted in non-glass, covered containers.

(iv) Only putters are allowed on the putting green. Equipment is available for checkout at the Park Services building next to the Community Center if a Resident does not have his/her own equipment. When checking out the equipment, Residents must leave their activity card. The card will be returned when the equipment is returned.

(v) Persons under the age of 13 are not permitted on the putting green.

(vi) Additional rules may be posted in the putting green area.

(l) Sport Courts. Except for clubs and Association events, no reservations are necessary. Sport courts will be available on a “first-come, first-served” basis. The following rules shall apply to the sport courts:

(i) Because the sport courts may be used for different types of sports (e.g., pickle ball or tennis), different sport courts may be configured on an as-needed basis from time to time. It is recommended that Residents desiring one sport, or another inquire as to the current configuration prior to play time to see if the configurations available will accommodate the desired sport.

(ii) Persons under the age of 13 are not permitted on the sport courts.

(iii) Hours of operation will be posted in the sport court area.

(iv) Appropriate sports attire and sport shoes are required.

(v) Food and gum are allowed in the court enclosure. Beverages are permitted in non-glass, covered containers.

(vi) Time limit for play is 1 hour (including warm-up) if all courts are in use and players are waiting.

(vii) Equipment is available for checkout at the Pioneer Center. When checking out the equipment, Residents must leave their activity card. The card will be returned when the equipment is returned.

(m) Billiard Room or Table Tennis. Billiard tables are available on a “first-come, first served” basis and cannot be reserved except for events sponsored by the Association. The following rules shall apply to billiard play:

(i) No persons under the age of 13 may use the billiard tables.

(ii) A 1-hour time limit applies if others are waiting to play.

(iii) Players shall not sit on billiard tables and must keep at least one foot on the floor when making shots.

(iv) The Association will provide house cues, balls and chalk. Balls are available for check-out at the Association office, where an activity card will be retained until the balls are returned. Cues are to be returned to the rack upon completion of play.

(v) Massé shots (shooting straight down on the ball) and jump shots are prohibited.

(vi) Beverages in covered containers are allowed in the billiard room but may not be on or near the billiard tables. Gum is not permitted in the billiard room.

(n) Arts and Crafts Room. Association sponsored clubs will have priority for use of the arts and crafts room, but all room reservations must be made by Association employees. When the room is not scheduled for use, walk-ins are welcome. The following rules apply to scheduled and walk-in use:

(i) Each person must clean the area worked in before leaving.

(ii) Any articles left in the room are subject to immediate disposal by Association employees. The Association will not be responsible for any materials left unattended.

(iii) Equipment located in the room will have safety and operating instructions posted by the equipment. All such instructions must be followed.

(o) Library. The Library is intended as a board game area. Game players have first priority for the tables and may use the tables on a "first-come, first-served" basis. No reservations will be taken. Play time is limited to 2 hours when other game players are waiting. The Library also has computers for use by the Residents. The following rules shall apply to use of the computers:

(i) Residents must check in at the Member services desk prior to using a computer.

(ii) Beverages are permitted in non-glass, covered containers, but no food is allowed around the computers.

(iii) No software may be installed on any computer without permission from the Community Manager.

(iv) No materials or equipment may be removed from the computer area.

(v) Use of a computer is limited to 1 hour if others are waiting.

(vi) Internet access will be available on the computers but viewing of pornographic or otherwise objectionable materials will not be permitted.

(vii) No "hacking" or other misuse will be permitted.



(viii) Computers will be periodically restored to their original configurations.

(ix) Other rules for computer use may be posted in the computer area from time to time.

(p) Catering Kitchen. The kitchen is available only by reservation made through Association employees. Deposits and/or additional fees may be required as determined by the Community Manager. Parties using the kitchen are responsible for cleanup.

(q) Social Hall. The social hall is available only by reservation made through Association employees. Deposits and/or additional fees may be required as determined by the Community Manager. Association sponsored events and club events will have priority over use.

(r) Use of Common Elements. Association sponsored events will have priority use of the common elements of the association and may be closed to non-registered members during the event. (7/31/13)

#### **ARTICLE 4 GENERAL RULES GOVERNING THE USE OF GOLF CARTS**

**4.1 Private Streets.** Many streets within the Community are private. In addition to the restrictions set forth in Subsection 4.20.4 of the Declaration, the regulations set forth in this **Article 4** apply to the operation of golf carts in the Community.

**4.2 Licensing.** All golf carts operated, parked or maintained within the Community shall have a valid permit issued by the State of Nevada, and drivers of golf carts must have a valid driver's license for automobiles. Prior to driving a golf cart on the private streets within the Community, a Unit Owner or Resident shall register the golf cart with the Association by providing to the Association a copy of the permit for the golf cart issued by the State of Nevada.

**4.3 Insurance.** Drivers of golf carts are responsible for any damage or injury caused by negligence or willful misconduct. Prior to driving a golf cart on the private streets within the Community, a Unit Owner or Resident shall provide to the Association a certificate from the Unit Owner's or Resident's insurer evidencing that the Unit Owner/Resident has obtained liability insurance for the golf cart and showing the Association as an additional insured on the policy. So long as a Unit Owner or Resident desires to operate a golf cart on the private streets of the Community, it is the Unit Owner's or Resident's responsibility to provide the Association with updated certificates upon the renewal of any liability insurance policies.

**4.4 Vehicle Restrictions Apply.** Golf carts shall be considered "motor vehicles," as such term is defined in the Declaration and may not be driven or parked on any property within the Community except (i) streets, (ii) parking lots, and (iii) concrete driveways and garages. Golf carts may not be driven on sidewalks. Golf carts driven or parked in violation of this rule or the Declaration shall be subject to the remedies provided in the Declaration, including the towing of vehicles. Golf carts driven on the streets shall be operated in the same manner as other motor vehicles and drivers shall comply with all laws. Drivers must observe all traffic regulations and use proper signals. Golf carts being driven on the streets shall yield to other motor vehicles

**4.5 Seat Belts.** Seat belts are recommended to be installed in golf carts and used by any Resident or guest of a Resident while in the Community. The Association will not be responsible for injuries to persons resulting from the use of golf carts on the private streets. **Each person traveling on the private streets in a golf cart does so at his or her own risk.**

**4.6 Golf Course Use Not Authorized.** Unit Owners and Residents shall not drive golf carts onto any cart paths or other areas of the Golf Course for any purpose except as a customer/patron of the Golf Course, subject to all rules, regulations, policies and fees established by the Golf Course Owner.

## **ARTICLE 5 GENERAL RULES GOVERNING THE USE OF LIMITED ACCESS GATES**

**5.1 Methods of Access.** Certain portions of the Community will have gated entrances. Residents having Units in these gated portions will have three methods of access:

(a) Vehicular automatic access is provided for Residents by the use of an electronic transponder placed in the windshield of the vehicle. Upon approaching the gate, the transponder will transmit an electronic signal to open the gate. Two transponders will be issued per Unit; additional transponders may be purchased for a fee equal to the cost of the transponder plus any administrative fee the Board determines to be appropriate. Lost or damaged transponders may be replaced for the same fee. The Association recommends that transponders not be given to friends, guests or service providers such as landscapers or housekeepers. Lost transponders should be reported to the Community Manager immediately so that unauthorized persons cannot gain access to the Community.

(b) A Resident may gain access by entering a personal code on the keypad in front of the gate. Residents are encouraged not to allow guests and visitors to have the personal code. The code may be changed for a fee that covers the administration cost charged by the company that provides gate maintenance.

(c) Guests may use the keypad in front of the gate to contact a Resident by dialing the Resident's personal code number, which is electronically displayed on the keypad. The code number automatically dials the Resident's telephone number, and if the Resident answers, the Resident may remotely open the gate by dialing a specific number on the telephone. If the Resident cannot be contacted by telephone, the visitor will not be granted access.

**5.2 Obligation of Unit Owners to Pass Transponders and Codes Upon Resale of Unit.** The transponders and gate codes are a part of the gate system and are owned by the Association. Upon the sale of a Unit to a new purchaser, each Unit Owner shall pass on the electronic transponder and all codes and operating instructions to the new Unit Owner. Failure to do so will result in the new Unit Owner having to purchase new transponders at a cost determined by the Board from time to time. If new transponders are issued, the old transponder codes will be eliminated from the system. New transponders and codes will not be issued unless a Unit Owner can show proof of ownership of a Unit in the Community.

**ARTICLE 6**  
**RULES GOVERNING THE USE OF UNITS**

**6.1 Trash Containers and Collection.** Trash containers may be left at the curb for pickup no earlier than 5:00 p.m. on the day before the scheduled pickup is to occur and may remain at the curb until no later than 5:00 p.m. on the day of the scheduled pickup.

**6.2 Home Mounted Flag Displays.** Flags may be attached to the dwelling mounted and displayed at the owner's discretion provided it meets the following:

- (i) A maximum of two flagpole holders can be mounted to the home and shall be located at either side of the garage door.
- (ii) Flag poles shall not exceed 6 feet in length
- (iii) Flags shall not be larger than 4 feet x 6 feet
- (iv) Flags on display shall be maintained in good condition
- (v) Flags displayed shall fall into the following categories – American Flag (in accordance with the US Flag Code); State Flag; Military Flag; Sports Game Flag (on Game Day only)
- (vi) All other flags displayed (inclusive of Design Guidelines 3.10 - Flagpoles) require ARC approval before displaying the flag.

**6.3 Garage Sales.** Garage sales by individual Unit Owners and Residents are prohibited. One or more community garage sales may be organized and conducted by the Association each calendar year.

**6.4 Open Houses.** Open houses for the purpose of selling a Dwelling are prohibited.

**6.5 Management of Stormwater Runoff.** To prevent stormwater runoff pollution in the Community, the following rules shall apply:

- (i) Use fertilizers sparingly;
- (ii) Sweep up driveways, sidewalks and roads; hosing down debris will not be permitted;
- (iii) Dumping anything down storm drains is not permitted;
- (iv) Downspouts must be directed away from paved surfaces;
- (v) Household hazardous waste, paint, used auto fluids and batteries must be disposed of at designated collection or recycling locations; and
- (vi) Paint brushes must be cleaned in a sink, not outdoors.

In addition, the Board recommends the following actions by Unit Owners as often and whenever possible:

(a) Avoid pesticides; learn about Integrated Pest Management (“IPM”). Information on IPM can be obtained from the University of Nevada Cooperative Extension, <http://www.unce.unr.edu/impacts/ag.h.nr.IPM.pdf>;

(b) Wash cars at the car wash instead of washing them in the driveway;  
and

(c) Check motor vehicles for leaks and recycle oil.

**6.6 Estate Sales.** (Effective January 17, 2017) Whereas: An estate sale is a private sale held at the property of a Sun City Mesquite resident. The HOA recognizes an estates sale usually takes place during the time of need of homeowners (death, movement to assisted facility or movement to be cared for by a relative) and therefore this Rule is written to support such homeowners’ needs. Written authorization from the Association is required prior to the start of the sale. An approved sale is limited to three consecutive days. The sale is authorized to be advertised in the Weekly Pioneer Press. Estate Sales will be granted upon approval by the Board of Directors and/or the Community Manager under the following conditions:

(a) The death or movement to an assisted living facility or movement to be cared for by a relative of an occupant of record at the address of an occupant of record at the address at the time of death.

(b) All occupants of record are moving out of the house within 90 days from the scheduled date for the sale.

(c) Owners or their agent will complete Estate Sale Request – Application: Exhibit 4.

(d) The resident/owner or their legally authorized agent/representative must confirm that the sale will be conducted by a licensed, commercial estate sales agent and identify that agent. A copy of this Rule will be given to the sales agent at the time of contracting the agent and incorporated as part of the contract. The resident/owner or the legally authorized agent/representative is responsible for compliance.

(e) No signage is permitted in the community to promote the sale.

(f) No items can be placed outside the home.

(g) The estate sale company may not bring in items from other locations to sell.

(h) The estate sale is limited to personal property only and not Real Estate.

(i) The sale must be confined entirely within the house and garage. No merchandise is allowed in the driveway or in the yard.

**ARTICLE 7**  
**POLICES, PROCEDURES, RULES AND REGULATIONS FOR OCCUPANCY**  
**RESTRICTIONS**

**7.1 Purpose.** The Community is intended and operated for occupancy by persons 55 years of age or older.

**7.2 Occupancy Requirements.**

(a) Age Restrictions. Except as provided for in this Rule and the Declaration, at least one Resident of each occupied Dwelling must be 55 years of age or older and no person under 19 years of age may occupy or reside in a Dwelling. The Board, in its sole discretion, determines when a person "occupies" or "resides" in the Dwelling.

(b) Approval Required for Exceptions. Under the Declaration, the Board, in its sole discretion, may permit persons, all of whom are under the age of 55, to occupy a Dwelling unless such permission would result in fewer than 80% of the Dwellings being occupied by one person 55 years of age or older or otherwise jeopardize the Community's status as housing for older persons under applicable law. Proposed Residents desiring to reside in a Dwelling where at least one proposed Resident is not 55 years of age or older (or where any proposed Resident is under 19 years of age) shall submit a written request for approval of occupancy to the Board and are not allowed to take occupancy until written approval is granted by the Board.

(c) Verification of Occupancy Requirements upon Sale of a Dwelling. At the time a prospective purchaser enters into a purchase agreement, the purchaser is required to certify as to compliance with the 55 and older occupancy requirement. The certification attached hereto as **Exhibit 1** shall be completed by the prospective purchaser and submitted to the Association for approval. Upon receipt of the certification containing all required information, the Board will determine whether the proposed occupancy of the Dwelling is in compliance with the Declaration and either grant or disapprove the proposed occupancy. The prospective Residents may not take occupancy until written approval of the proposed occupancy is granted by the Board.

(d) Verification of Occupancy Requirements for Leasing. Each Unit Owner shall comply with Section 4.37 of the Declaration and the following Rules with respect to any lease or rental agreement for a Unit:

(i) Unit Owners desiring to lease their Dwellings shall submit a written request to the Board for approval of the proposed tenants. The request must include (a) a completed Age Verification for Renters in the form attached hereto as **Exhibit 2**, (b) a copy of the lease or rental agreement signed by the proposed tenant (subject to Board approval), which lease or rental agreement complies with all the provisions of Section 4.37 of the Declaration and this **Subsection 7.2(d)**, and (c) the address and telephone number of the Unit Owner. Upon receipt of the written request containing all required information, the Board will determine whether the proposed leasing of a Dwelling is in compliance with the Declaration and either grant or disapprove such request. The proposed tenant may not take occupancy until written approval of the lease is granted by the Board; and

(ii) A copy of the lease or rental agreement signed by the Unit Owner and tenant must be delivered to the Association for further delivery to the Board.

(e) Exceptions for Visiting Persons. A person under 19 years of age may temporarily reside in a Dwelling as the guest of the Unit Owner(s) or Resident(s) of such Dwelling for a period of not more than 60 days in any 12 month period as set forth in the Declaration.

**7.3 Age Verification.** At least once every 2 years, an age verification survey in the form attached hereto as **Exhibit 3** (the “**Age Verification Survey**”) shall be completed to verify occupancy of each Dwelling in the Community. Pursuant to the Age Certification Survey, one adult Resident of each Dwelling shall certify to the Association whether such Dwelling is occupied by at least one person 55 years of age or older. Such certification shall be supported by reliable official documentation of the age of the Resident(s) of such Dwelling. The following documents are acceptable as proof of age:

- (i) Valid driver’s license;
- (ii) Birth certificate;
- (iii) Passport;
- (iv) Immigration card;
- (v) Military identification; or
- (vi) State, local, national or international official documents containing a birth date of comparable reliability.

In the event there is a change in the occupancy of a Dwelling, the Resident immediately shall notify the Board in writing of such change.

**7.4 Incorporation of Provisions in Declaration.** The provisions of Section 4.3 of the Declaration, as they may be amended from time to time, are incorporated herein. Each Unit Owner and Resident of a Dwelling should read and understand the restrictions in the Declaration and these Rules with respect to the status of the Community as “housing for older persons.”

## **ARTICLE 8 ASSOCIATION CLUBS**

**8.1 Introduction.** Association clubs are clubs that are sponsored by the Association to foster and promote opportunities for all Association Members and/or Residents to pursue common interests in hobby, recreational, social, service and cultural endeavors. The Association club program is designed to encourage the general membership to fully participate and enjoy the programs and facilities provided by the Association within Sun City Mesquite. Only clubs that are authorized and sponsored by the Association may use the name “Sun City” or “Sun City Mesquite” in their club name.

**8.2 Membership.** Membership in an Association club is limited to Members of the Association and Residents of the Community in good standing with the Association. Association clubs are organized under these Rules and other written policies adopted by the Board. The following general rules apply to Association clubs:

(a) Association club sponsorship will be denied to any proposed club that is or may be affiliated with any national, regional or other geographical entity even if the membership is limited to Sun City Mesquite Residents.

(b) Subject to compliance with these Rules, all other policies adopted by the Board and the requirements of the Association's insurance carrier, the organized activities of the members of Association clubs and the funds on deposit in Association accounts for the benefit of Association clubs are covered under the Association's insurance policies.

(c) Membership in Association clubs must be open to all bona fide Members of the Association and Residents of the Community without discrimination as to race, religion, color, ethnic culture or national heritage. The formation of desirable segregated activities for male and female members of the Association may be permitted as long as both genders are provided with an equal opportunity to pursue common interests (e.g., ladies' or men's clubs).

(d) Use by Association clubs of Association space, equipment and facilities is subject to availability on a "first-come, first-served" basis.

(e) Each Association club shall adopt its own policies, and such policies shall not be in conflict with the Association Rules or any other Governing Document. Such policies may include the ability of guests to participate in club activities, subject to the requirements of the Association and compliance with the requirements of its insurance carriers.

(f) Applications may be obtained from the Association for proposed Association clubs that consist of at least 12 interested persons.

(g) Association clubs are responsible for the equipment provided by the Association or purchased by the club. Association clubs shall take reasonable and prudent measures to ensure the safety of their members.

(h) Club schedules for meeting space within Association facilities must be approved by the Board or a committee appointed by the Board for such purpose.

(i) Upon dissolution of a club, all club-owned equipment and supplies shall be transferred to the custody and ownership of the Association.

(j) Documents, reports and records governing all Association clubs are subject to examination by the Association at its discretion.

(k) Proposed bylaws and guidelines for Association clubs will be required prior to sponsorship by the Association. Association employees and the Community Manager will assist in club development and growth.

**ARTICLE 9**  
**POLICY OF CORRECTIVE ACTIONS AND SCHEDULE OF FINES**

**9.1 First Notice.** A Courtesy Notice will be sent by the Board of Directors (or its agent as the Board may direct) via regular U.S. mail to the Member and will include the following information:

- (i) A description of the violation, including photographs if practicable,
- (ii) A specific reference of the provision(s) of the Association's Governing Documents that has been violated, and
- (iii) A request that the Member cure the non-compliance violation within at least fourteen (14) calendar days.

A copy of the letter will be sent to the Member's unit address in addition to the Member's mailing address if the two (2) addresses are different.

**9.2 Second Notice.** A Hearing Notice/Fine Pending Letter will be sent by the Board of Directors (or its agent) via regular and certified U.S. mail to the Member and will include the following information:

- (i) A description of the violation,
- (ii) A specific reference of the provision(s) of the Association's Governing Documents that has been violated,
- (iii) A request that the Member cure the non-compliance violation,
- (iv) A fine may be assessed if the violation is not cured within fourteen (14) calendar days [NOTE: A Schedule of Fines is attached as **Exhibit 4**].
- (v) Other sanctions, up to and including, loss of the Member's right to vote and to use the Association's common elements or other facilities may be imposed.

**9.3 Hearing.** A Hearing will be held. The Covenants Committee, a standing committee whose members are chosen by the Board of Directors, with the administrative assistance of the Community Association Manager, will serve as the hearing panel. If a Covenants Committee does not exist, a quorum of the Board shall serve as the Hearing Panel.

- (a) A hearing will be held and a decision made whether or not the Member attends the hearing, and
- (b) Unless otherwise agreed by the Board in writing, the Member has one opportunity to reschedule the hearing within fourteen (14) calendar days of the originally scheduled hearing date.



(c) A hearing may be held via speaker phone and recorded if the Member lives out of state.

**9.4 Hearing Determination Letter.** A Hearing Determination Letter will be sent by the Covenants Committee (or the Board of Directors' agent) to the Member via regular and certified mail within ten (10) business days after the hearing concludes, and will include the following information:

- (i) The decision made by the Hearing Panel,
- (ii) The fine imposed (if any) [NOTE: A Schedule of Fines is attached as **Exhibit 4**],
- (iii) Other sanctions imposed (if any)
- (iv) The Member has fourteen (14) calendar days to cure a continuing violation or additional fines will be imposed for each seven (7) calendar days, or portion thereof, that the violation remains unabated,
- (v) A non-compliance lien may be filed against the Member's property and the lien will not be removed until and unless the Member pays the costs associated with the filing of the lien and all fines, even though the violation may be cured,
- (vi) All costs and fees incurred by the Association to compel compliance will be charged back to the Member.

**9.5 Appeal Hearing before the Board of Directors.**

(a) If the Member does not agree with the Hearing Panel's decision, the Member has fourteen (14) calendar days from the date of the Hearing Determination Letter, to request in writing an *Appeal Hearing* before the Board of Directors, to be held within thirty (30) calendar days of the request.

(b) If an *Appeal Hearing* is not requested in writing within fourteen (14) calendar days from the date of the Hearing Determination Letter, the right to an *Appeal Hearing* is forfeited.

(c) All fines will be temporarily suspended until the appeal is heard.

(d) The *Appeal Hearing* may be held by speaker phone and recorded.

(e) If the appeal is denied, the fines will be reinstated and are retroactive to the date of the original decision by the Hearing Panel.

**9.6 Appeal Hearing Determination Letter.** An *Appeal Hearing* Determination Letter will be sent by the Board of Directors (or its agent) within ten (10) business days after the *Appeal Hearing*. The decision by the Board of Directors will be final.

**9.7 Subsequent Violations.** If subsequent violations of the same nature occur within one (1) year, a *Continuing Violation Letter* will be sent to the Member via regular and certified mail, and will include the following information:

- (i) A description of the violation, including photographs depicting the violation if practicable,
- (ii) A specific reference of the provision(s) of the Association's Governing Documents that has been violated,
- (iii) Continuing fines for subsequent violations will be imposed until the violation is cured,
- (iv) The amount of the continuing fines, [NOTE: A Schedule of Fines is attached as **Exhibit 4**],
- (v) Any other sanctions imposed,
- (vi) No further letters will be sent,
- (vii) No hearing will be held.

**9.8 Health and Safety Violations.** If a health and safety violation occur, the process as described in Items 1-3 above may be set aside in its entirety. The Board of Directors will undertake any and all actions necessary to compel compliance. The Board of Directors may ask Management, legal counsel or other appropriate authority to take any and all actions necessary to compel compliance. All costs and fees incurred by the Association will be charged back to the Member and will be due and payable when assessed.

## **ARTICLE 10 MISCELLANEOUS**

**10.1 Complaints Concerning Violations.** A Unit Owner or Resident may report an alleged violation to the Association in writing by U. S. mail, fax or e-mail to the Community Manager.

**10.2 Modification of Rules.** These Rules may be modified from time to time as may be deemed necessary in the sole discretion of the Board.

**10.3 Conflict.** In the event of any conflict between these Rules and the Declaration, the Declaration shall control. In the event of any conflict between these Rules and the Bylaws, the Bylaws shall control.

Effective Date of this Policy. This policy was duly adopted by the action of the Board of Directors on October 19, 2021, and shall be effective thirty (30) days from "Action Without Meeting" approval and e-mailing date of September 9, 2021

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT 1**  
**AGE VERIFICATION**  
**FOR SUN CITY MESQUITE HOMEOWNERS' ASSOCIATION**

SUN CITY MESQUITE IS INTENDED TO BE OPERATED FOR OCCUPANCY BY PERSONS FIFTY-FIVE (55) YEARS OF AGE OR OLDER. THE SUN CITY MESQUITE HOMEOWNERS' ASSOCIATION IS OBTAINING THIS AGE VERIFICATION IN ACCORDANCE WITH THE HOUSING FOR OLDER PERSONS ACT (AS DEFINED IN THE FAIR HOUSING ACT, TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968, AS AMENDED, 42 U.S.C. § 3601, ET SEQ.) AND THE REQUIREMENTS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUN CITY MESQUITE.

Proposed Occupant(s) of Dwelling: \_\_\_\_\_  
 \_\_\_\_\_

Lot: \_\_\_\_\_ Subdivision: \_\_\_\_\_

Address: \_\_\_\_\_

1. Acknowledgment of Occupancy Requirements. The proposed Residents hereby acknowledge receipt of a copy of the Declaration of Covenants, Conditions and Restrictions for Sun City Mesquite and all amendments thereto ("CC&Rs"), and agree to comply with the CC&Rs, as amended from time to time, and any Rules adopted by the Sun City Mesquite Homeowners' Association (the "Association") that govern occupancy requirements.

2. Age Certification. The proposed Residents hereby certify that (i) the following person(s) 55 years of age or older occupy or will occupy the Dwelling, (ii) no person under 19 years of age occupies or will occupy or reside in the Dwelling, and (iii) the documentation listed below, which is used to verify the age(s) of the Residents, is valid and correct.

<u>Name</u>	<u>Birth Date</u>	<u>Form of Verification</u>
_____	_____	_____
_____	_____	_____

Please attach copy of verification: (driver's license, birth certificate, passport, immigration card, military identification or other similar evidence).

3. Resale or Lease of Premises. The proposed Resident(s) agrees to (i) deliver to any purchaser or lessee of the Dwelling the CC&Rs and any Rules, (ii) notify the Association in the event of any change in occupancy, and (iii) otherwise comply with the age restriction provisions set forth in the CC&Rs.

I hereby certify that I am of legal age and am or will be a member of the household that resides or will reside at \_\_\_\_\_ (address) as set forth above, and that the above information is true and correct.

Dated: \_\_\_\_\_, 20\_\_\_\_.

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Buyer

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Buyer

**EXHIBIT 2**  
**AGE VERIFICATION**  
**FOR RENTERS AT**  
**SUN CITY MESQUITE HOMEOWNERS' ASSOCIATION**

SUN CITY MESQUITE IS INTENDED TO BE OPERATED FOR OCCUPANCY BY PERSONS FIFTY-FIVE (55) YEARS OF AGE OR OLDER. THE SUN CITY MESQUITE HOMEOWNERS' ASSOCIATION IS OBTAINING THIS AGE VERIFICATION IN ACCORDANCE WITH THE HOUSING FOR OLDER PERSONS ACT (AS DEFINED IN THE FAIR HOUSING ACT, TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968, AS AMENDED, 42 U.S.C. § 3601, ET SEQ.) AND THE REQUIREMENTS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUN CITY MESQUITE.

Proposed Occupant(s) of Dwelling: \_\_\_\_\_

Lot: \_\_\_\_\_ Subdivision: \_\_\_\_\_

Address: \_\_\_\_\_

1. Acknowledgment of Occupancy Requirements. The proposed Residents hereby acknowledge receipt of a copy of the Declaration of Covenants, Conditions and Restrictions for Sun City Mesquite, and all amendments thereto ("CC&Rs"), and agree to comply with the CC&Rs, as amended from time to time, and any Rules adopted by the Sun City Mesquite Homeowners' Association (the "Association") that govern occupancy requirements.

2. Age Certification. The proposed Residents hereby certify that (i) the following person(s) 55 years of age or older occupy or will occupy the Dwelling, (ii) no person under 19 years of age occupies or will occupy or reside in the Dwelling, and (iii) the documentation listed below, which is used to verify the age(s) of the occupants, is valid and correct.

<u>Name</u>	<u>Birth Date</u>	<u>Form of Verification</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please attach copy of verification: (driver's license, birth certificate, passport, immigration card, military identification or other similar evidence).

I hereby certify that I am of legal age and am or will be a member of the household that will reside at \_\_\_\_\_ as set forth above, and that the above information is true and correct.

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
 Renter

\_\_\_\_\_  
 Renter

**EXHIBIT 3**  
**AGE VERIFICATION SURVEY**  
**FOR**  
**SUN CITY MESQUITE HOMEOWNERS' ASSOCIATION**

SUN CITY MESQUITE IS INTENDED TO BE OPERATED FOR OCCUPANCY BY PERSONS FIFTY-FIVE (55) YEARS OF AGE OR OLDER. THE SUN CITY MESQUITE HOMEOWNERS' ASSOCIATION IS OBTAINING THIS AGE VERIFICATION IN ACCORDANCE WITH THE HOUSING FOR OLDER PERSONS ACT (AS DEFINED IN THE FAIR HOUSING ACT, TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968, AS AMENDED, 42 U.S.C. § 3601, ET SEQ.) AND THE REQUIREMENTS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUN CITY MESQUITE.

To be completed and returned to the Sun City Mesquite Homeowners' Association not later than \_\_\_\_\_, 20\_\_\_\_\_.

Date: \_\_\_\_\_

Unit: Lot \_\_\_\_\_ Subdivision \_\_\_\_\_

Property Address: \_\_\_\_\_

Name of Occupants	Birthdate	Form of Identification*	Document No.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\*For purposes of this Survey, the Residents of a Dwelling may either present one of the following forms of identification at the Sun City Mesquite Homeowners' Association office at \_\_\_\_\_ as proof of age of those persons listed above: (i) valid driver's license; (ii) birth certificate; (iii) passport; (iv) immigration card; (v) military identification; or (vi) official documents issued by state, local, national or international government which contains a birth date;

OR

an adult occupant of the Dwelling may sign the attached Affidavit and return it to the Association office along with this completed Age Verification Survey.

**AFFIDAVIT**

I, \_\_\_\_\_, am of legal age and a member of the household that resides at \_\_\_\_\_, as noted above. I hereby certify that I have personal knowledge of the ages of the occupants of this household and that at least one occupant is 55 years of age or older.

Signature \_\_\_\_\_

The foregoing information is required to be provided by all Residents of Sun City Mesquite every two years. This Survey is intended and used for the purpose of satisfying 42 U.S.C. § 3607(b)(2)(C) and the Housing for Older Persons Act and regulations promulgated, 24 CFR 100, subpart E, and shall not be used for any other purposes.

## COMPLIANCE AND COLLECTION POLICY

### Exhibit 4- Schedule of Fees and Fines

#### THIRD PARTY COLLECTION FEES

<u>LIST OF ITEMS</u>	<u>FEES</u>
Demand Letter	\$150.00
Notice of Delinquent Assessment (Lien)	\$325.00
Intent to notice of default letter	\$ 90.00
Notice of default	\$400.00
Intent to notice of sale letter	\$ 90.00
Notice of sale	\$275.00
Intent to conduct foreclosure sale	\$ 25.00
Conduct foreclosure sale	\$125.00
Prepare and record transfer deed	\$125.00
Payment plan agreement – one time set up	\$ 30.00
Payment plan breach letter	\$ 25.00
Release of notice of delinquent assessment lien	\$ 30.00
Notice of recession fee	\$ 30.00
Bankruptcy Monitoring	\$100.00
Mailing fee per letter	\$ 2.00
NSF Checks	\$ 20.00
Escrow Demands	\$150.00
Substitution of Agent	\$ 25.00
Postponement fee	\$ 75.00
Foreclosure fee	\$150.00
Actual costs of collections pursuant to Nevada Register of Administrative Regulations R199-09	
Posting and publishing	\$300.00-\$500.00 per publication
Trustee's sale guarantee	\$300.00-\$400.00
Recordings for notice of liens, defaults, sales	\$14.00-\$72.00
Mailing costs – actual cost of postage	
<b>OTHER THIRD PARTY FEES</b>	
Late notice	\$5.00
NSF Checks – Assessments	\$20.00
<b><u>VIOLATIONS AMOUNT</u></b>	
Less than \$200.00	\$20.00
\$200.00-\$499.99	\$50.00
\$500.00-\$999.99	\$100.00
\$1000-\$4999.99	\$500.00
\$5000.00+	\$500.00



**EXHIBIT 4**  
**(CONTINUED)**

**GOVERNING DOCUMENT VIOLATIONS**

**FEE SCHEDULE**

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**HEALTH & SAFETY VIOLATIONS**

As determined by the Board of Directors

**ALL OTHER GOVERNING DOCUMENT VIOLATIONS**

**Initial Fine: \$100.00**

**Continuing Fine: \$100.00 per each 7 day period**

**Recurring Fines \$100.00 per each noted recurrence**

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If compliance is not achieved after a cure period of a minimum of 14 days, violation will be deemed a continuing violation until corrected. A fine in the amount of \$100.00 per each 7 day period may be imposed.

If compliance is achieved but the same violation is allowed to recur within 365 days from the date of the Hearing Determination Letter, the violation will be deemed a recurring violation. Each witnessed recurrence will be assessed an additional \$100.00 fine (not to exceed \$100.00 per any seven consecutive days the violation may exist).

In addition to the penalties listed above, other sanctions may be imposed, including loss of voting rights and the right to use common elements or other facilities, until compliance is achieved.

A **Violation Lien** may be recorded against the property with Clark County.

THE FEES, COSTS AND EXPENSES INCLUDED HEREIN ARE CURRENT AS OF  
OCTOBER 2013

Note: Third Party Fees are subject to change and cannot be modified or waived by the Board of Directors.