

TERRA BELLA AT ANTHEM HOMEOWNERS ASSOCIATION

Rules & Regulations

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PREFACE

This handbook has been compiled by your Association to outline the operational procedures of the Association and to provide other information about your Association's Property. The purpose of your Association is to protect, maintain, and enhance the Terra Bella Properties while making association living a pleasant experience for everyone.

The Association concept is an ingenious device for engaging able people to manage the community's assets. The advantage of a planned development is that the authority, as well as the responsibility for maintaining the Property, is retained by those with a vested interest in the community's welfare—*the Property Owners*.

Living in a planned development can be a happy and rewarding experience, especially at the beautiful, prestigious community known as Terra Bella. A planned development helps ensure that the original planning concepts and design that went into creating the community are preserved, protected, maintained, and enhanced.

EVERYONE BENEFITS FROM AN EFFECTIVE ASSOCIATION!

Each Owner should have received a copy of the Public Offering Statement, Covenants, Conditions and Restrictions (CC&R's), the Articles of Incorporation and the Bylaws for the Terra Bella at Anthem Homeowners Association, which are the governing documents along with these Rules and Regulations including Restrictions on Alterations, Additions, and Improvements which are periodically updated and distributed by your Board. Please become completely familiar with these publications, since they set forth in detail, the rights, duties, and obligations of each Owner. The Rules and Regulations *supplement* the CC&R's, and in case of conflict, the CC&R's shall prevail.

PLEASE READ THIS INFORMATION CAREFULLY AND BE CERTAIN THAT YOUR FAMILY, GUESTS, AND TENANTS UNDERSTAND THE RULES AND REGULATIONS ENTIRELY. If there are any questions or if you do not have copies of the Association's documents, please contact the management company.

In order to maintain a responsible and successful community, the governing documents must be observed. They insure the enjoyment of your community and the continuing appreciations of your individual investment.

We trust that your knowledge of this information will enhance your daily enjoyment of your new residence at Terra Bella.

Thank you for your consideration and cooperation

GENERAL INFORMATION

THE TERRA BELLA AT ANTHEM HOMEOWNERS ASSOCIATION

The purpose of your Homeowners Association is to operate and maintain the Property and assets of Terra Bella for the mutual benefit of all Owners. Your cooperation is essential in order to accomplish these purposes, and common sense and consideration for your neighbors are the keys to its success.

Each Owner is a member of the Terra Bella at Anthem Homeowners Association, and Owner participation is both necessary and encouraged. Responsibility, cooperation and action have many rewards. One is that the community continues to be a showcase long after all the homes are sold because its quality is preserved, maintained and enhanced.

ASSESSMENTS

Each Owner of any Unit has agreed to pay, on time, all regular and special assessments levied by the Association for the maintenance, repair, operation and improvement of the Common Elements, as well as Reserve requirements as stated in the CC&R's.

INSURANCE INFORMATION

The Association shall comply with the CC&R's with regard to the types of insurance it carries.

Each Owner shall separately insure their Unit against loss of fire or other casualty, and any liability covering the Unit as required by Section 12.5 of the CC&R's. Without limiting Section 12.5 of CC&R's, each Owner shall be responsible to pay the premiums for insurance covering their Unit and any deductible amount for any loss to their Unit, in the event any insurance policy deductible amount relating to an Owner's property loss is charged to the Association. No Owner shall insure their Unit in any manner in which would cause diminution in insurance proceeds from the master policy. Should any Owner violate this provision, they shall be responsible to the Association for any diminution.

FINANCIAL REVIEWS

Financial statements are prepared by an independent accountant at the end of each fiscal year and are made available to Owners at the annual meeting. A copy of the financial reviews may also be obtained by contacting the Board in writing.

COMMON ELEMENTS AND PROBLEMS

To report non-emergency problems related to the Common Elements, please contact the management company.

In the event of an EMERGENCY, dial 9-1-1 for immediate assistance

If the emergency situation is one which involves the Common Elements, please report the incident as soon as possible.

THANK YOU FOR YOUR COOPERATION

I. INTRODUCTION

The Terra Bella at Anthem Homeowners Association Incorporated Rules are established by the Board of Directors under the authority described in the Bylaws and CC&Rs. These rules are designed to ensure that the Association serves the best interests of the greatest number of members while protecting the rights of the minority. The rules are established to preserve the common facilities for the safety, convenience and enjoyment of the Association's members and guests.

It must be recognized and understood by all Association members that it is necessary for elected representatives of the Terra Bella at Anthem Homeowners Association to be sure that rules apply to all members equally. All members have the right to enjoy the Association's common facilities. These rules are so promulgated that all members have the right to enjoy the Association's common facilities. While all members are entitled to enjoy these facilities, they must do so while respecting the rights of others sharing in the use of the common areas. Courtesy and common sense must prevail if the Association facilities are to be properly utilized.

Terra Bella (TERRA BELLA) is very special in that it is a private, restricted membership community catering to adults 55 and over. As can be observed when reading these rules, the overall policy of this community in the use of the common facilities is foremost and primarily for the use and enjoyment of members. Guests or visitors are accommodated only when such accommodation does not infringe upon the convenience or right of enjoyment of members. Further, while every effort is made to provide comfortable use of the Association facilities by all members and guests, the facilities are not intended to serve the general public. While the Association will attempt to accommodate members with special needs, the Association reserves the right to charge those members for the special accommodation requested. The purpose of this document is to compile the policies and rules, as determined by the Board, in one reference guide. These rules may be amended or repealed by the Board of Directors.

II. AUTHORITY

As provided in the Declarations of Covenants, Conditions, and Restrictions for Terra Bella, authority is granted to the Board of Directors to adopt, amend or repeal such Rules & Regulations as deemed reasonable and appropriate.

III. MANAGEMENT STRUCTURE

A. Governing Board

The Board of Directors of the Association is a management board elected to conduct the affairs of the Association. The Board shall consist of three (3) to seven (7) Directors.

B. Management Company

The Managing Agent shall be responsible for the management and operation of the recreation facilities and maintenance of the common areas. Responsibilities include staffing, Terra Bella management, physical management, administrative management, and service to residents.

C. The Community Association Manager (hereinafter Community Manager)

This individual serves as the manager of the Association's day to day operations. This individual provides a full scope of management authority by effectively implementing policies and procedures of the Governing Board.

D. Lifestyle Committee

Serves as coordinator of resident programs to include recreational, social, cultural, travel, and entertainment for the community. Responsibilities include program development, facility scheduling, administration of Special Interest Groups, and overall promotion and publicity. The Lifestyle Committee also ensures that all programs, services and amenities are conducted and operated in a manner that will enhance the lifestyle opportunities of the members.

IV. MEMBERSHIP RULES:

Staff is directed to maintain compliance with all the following Association rules

A. Members Code of Conduct

1. The Members will direct the attention of other members or guests to the violation of Association rules and, when necessary, report such actions to the Community Manager for further action.
2. Members must conduct themselves so as not to jeopardize or interfere with the rights and privileges of other members or their guests.
3. Members are responsible for the conduct of their guests.
4. Members shall refrain from loud, profane, indecent or abusive language.
5. Gambling is not permitted in Association facilities except where permitted by state license.
6. Members shall not physically or verbally abuse, harass or accost any resident or guest.
7. Members shall obey all safety rules and shall cease and desist unsafe activities, and not compromise the health and safety of others by their actions.
8. Members shall be held responsible for any intentional damage to Association property.
9. Members and guests shall not reprimand, discipline or otherwise interfere with the management of the Association.
10. Members shall report any concerns to Association Management.
11. Members are prohibited from profiting financially from their Memberships by charging guests for use of the facilities.

B. General Membership Rules

1. The Association's facilities are only for members and guests, and membership cards must be presented when requested.

2. Membership card checks may be made by Association management or other Members to ensure compliance with membership policy and to determine if memberships are current.
3. Members are responsible for their guests while using the facilities. Guests must be accompanied by the resident member at all times. **[Exceptions may be granted by the association management, in writing, for hardships.]**
4. Chartered clubs are responsible for seeing that the member's card is validated when sponsoring guests during club functions and events.
5. Smoking is prohibited in all Association buildings. Smoking is allowed only in designated areas outside the buildings. Smokers must use receptacles provided for cigarette butts.
6. Guest fees may be charged at the discretion of the Board of Directors, and subject to the conditions provided for in the TERRA BELLA Rules and Regulations. The fee schedule is established by Board of Directors and these fees are intended to help offset the additional costs resulting from guest use.
7. Members' guests are permitted to participate in multiple activities and facilities in the same day.

C. Facility Usage Cards

Proper identification and credentials are required for new members. All Association cards contain the cardholder's photograph and are subject to the rules and regulations as established by the Association. Unauthorized use of these cards or use of false information in obtaining these cards may result in suspension of membership privileges or other appropriate action. **[Note: No cards will be issued until the recipient signs an "informed consent" document.]**

The following types of Association cards are available:

1. Membership Cards- Each household is entitled to up to two (2) membership cards. Each card must be issued to a qualified occupant as defined in the CC&Rs. Proof of age must be presented initially.
2. Activity Cards- In addition to two (2) membership cards, each household may purchase up to two (2) quarterly activity cards. Each activity card can be purchased at a cost of 1 ½ times the monthly Member Assessment and is renewable every three months (NO REFUNDS).
 - a. Activity cards can be issued only to residents 19 years or older, and proof of residency must be established.
 - b. The property owner must verify that the Activity Card holder is 19 years or older and is a resident of the household.
 - c. Activity cardholder may not bring guests.
3. Renter's Membership Cards
 - a. The Owner (Lessor) must be current and in good standing.
 - b. The renters must present a copy of their lease agreement, which must have a minimum term of six (6) months in order to purchase a Renter's Membership/Activity Card.

- c. Any owner delegating membership privileges to a tenant, as described in the CC&R's, must relinquish their membership privileges and their cards shall be deactivated at the issuance of the renter cards.
- d. At least one tenant must meet age qualification.
- e. A processing fee will be charged to renters for each card issued.
- f. Renter's cards have all privileges associated with membership except the right to vote in Association affairs. Ballots shall be mailed to the owner of record.
- g. Only four (4) renter's memberships/ (4) activity cards may be issued in any one membership year. Membership year is defined as the 12-month period from the original date of issue.
- h. Only two (2) renter's membership / (2) activity cards for each household are in effect at any one time.

4. Temporary Membership Cards

- a. Each member whose condominium is under construction may purchase two (2) temporary membership cards.
- b. Activity cards cannot be purchased with a temporary membership card.
- c. A letter is required from the sales agent indicating that construction of the condominium has commenced, and the anticipated date of completion.
- d. Cards can be purchased upon payment of monthly fees and shall be valid until the home is completed.
- e. The fee for a temporary membership card is equal to one-twelfth (1/12) of the annual assessment per month.
- f. Upon closing of escrow, temporary cards shall expire and membership cards must be obtained.
- g. If a cancellation occurs prior to closing, the cards are immediately invalid and must be returned to the Member Services Desk.
- h. Temporary card holders may not bring guests.

5. Guests

- a. The Board of Directors may restrict the number of guests a member may be granted and in cases of abuse, may suspend a member's guest privileges.
- b. Members are reminded that guests must be accompanied by the member at all times when using the common facilities.
- c. Members are further reminded that all guests are required to abide by the Association's Rules, and members are fully responsible for the actions of their guests.

D. Renter-Lease of a Unit

- 1. Any Homeowner desiring to lease his/her Unit shall obtain an affidavit from the Management Company. The affidavit is to be completed by the prospective Lessee and Lessor and shall be submitted to the Management Company for processing prior to the Lessee occupying the Unit. The documentation shall include the following:

- a. Completion of the Age Qualification Verification Form. The Lessee must be at least 55 years old and no one under the age of 19 years of age is permitted to be a resident. Proof of age shall be required and may include: A driver's license, State issued ID card, or current Passport.
 - b. Copy of the proposed Lease Agreement. The actual lease fee is not required to be included in the copy of the Lease Agreement. The Lease agreement shall be pursuant to TERRA BELLA governing documents restrictions.
 - c. A Request for Membership Privileges form must be signed by the owner or acting lease agent as well as the Lessee.
2. All documents and leases are to be submitted to the Management Company prior to the qualification verification date.
 3. No subleases will be permitted without approval from the Board.
 4. Renewal of all leases must be submitted to the Management Company 10 days prior to the renewal of the lease.
 5. Owners are responsible for the conduct of their renters.
 6. Renters and their guests are subject to all membership rules.

V. COMMON FACILITIES

A. General Facility Use

1. Smoking is prohibited within all TERRA BELLA buildings. Smoking is allowed only in designated areas outside of the buildings.
2. Except for handicap assistance, animals are prohibited from all Terra Bella common area buildings, pool and spa area and bocce courts.
3. Alcoholic beverages may only be dispensed by licensed vendors.

B. Room Scheduling Policies for Common Facilities

In order to accommodate the large number of residents who utilize the Association's facilities, it is necessary to properly schedule activities. The room schedule is established and maintained by the Lifestyle Committee as part of the delegated responsibilities of the Association's CAM, and requests for room reservations should be directed to the Lifestyle Committee. In establishing schedules, the Lifestyle Committee adheres to the following policies and priorities.

1. Association's Board of Directors and Delegated Committees- Any meeting of the Association's Board of Directors, as well as all delegated committees of the Board, has priority over all other meetings. These meetings shall be posted on appropriate Association bulletin boards.
2. Chartered Club Meetings
 - a. All regularly scheduled meetings of chartered clubs shall be coordinated through the Lifestyle Committee. Any variation from the regular schedule must be pre-approved by the Lifestyle Committee and the Community Manager before it may be changed and rescheduled.
 - b. In addition to regularly scheduled meetings, chartered clubs may schedule up to two special events in each calendar year with no rental charges. Clubs may have more than two special events with Lifestyle Committee approval. Events may be held

without charge if a club is sponsoring an activity that is open to the general membership, and is designed to inform and communicate issues of general interest.

3. Special Events and Meetings- All special events, classes, and meetings sponsored by the Association shall be scheduled by the Lifestyle Committee. These events will be posted in the appropriate manner.
4. Private Parties- Residents in good standing are permitted to lease Association facilities contingent upon availability, and subject to the terms and conditions of the TERRA BELLA Room Rental Policy. Only residents may contract for a private party which is defined as any activity in which the resident determines who is invited.

C. TERRA BELLA Community Center

The TERRA BELLA Community Center is a private facility for the exclusive use of the members and their guests. Use of all the Community Center facilities is predicated on a first-come, first-served basis unless reserved in the following order of priority: Board of Directors and Standing Committees; Developer use, subject to availability; Chartered Clubs and Service Clubs; Association Special Events; Special Interest Groups; Private Parties/Events; Unscheduled Events.

Operating hours are established by the TERRA BELLA Board of Directors and are subject to change at the Board's discretion. TERRA BELLA Community Center facilities are closed in observance of Thanksgiving Day and Christmas Day.

The Community Lifestyle Committee assists in determining the general use of the facilities, subject to approval of the Board of Directors.

1. Multi-Purpose Room and Clubhouse

These rooms are available during open time to all members on a first-come, first-served basis. Open time is time not scheduled for charter clubs, standing committees, TERRA BELLA events, and scheduled meetings.

- a. The schedule for the rooms shall be posted monthly, but is subject to last minute changes as necessary.
- b. Use of the rooms for gatherings not officially scheduled shall not be publicized.
- c. After using the rooms, the user shall return the rooms to the original condition.
- d. Scheduling of rooms will be done by the Lifestyle Committee.
- e. Only unbreakable containers are permitted in the Clubhouse/Lanai areas and these must be removed or disposed of in the containers provided. Injuries are not the responsibility of the Association.
- f. Please do not move or remove benches, chairs, and/or tables from the Clubhouse/Lanai areas.
- g. After use of the facility, please remove any trash or debris to the containers provided.
- h. If the kitchen is used, it must be returned to its original clean condition and all areas where food was consumed must also be cleaned.
- i. When using the T.V., please keep the volume set at a level as to not interfere with the enjoyment of the facility by others. After viewing the T.V., please make sure that the set has been turned off.

- j. After use of the facility, please turn off all lights and secure the doors when leaving.
 - k. Smoking is not permitted in the clubhouse and lanai facility
 - l. Animals are not permitted in the facility.
- 2. Commercial Activities-The Association does permit rental of rooms to outside agencies for seminars, meetings, and attendance by the general public is prohibited. Advertising these events to the general public is prohibited. The Association reserves the right to deny facilities use, as it deems appropriate.
- 3. Special Interest Groups shall schedule on a space available basis only.
- 4. Room Charges- Chartered clubs and all Association-sponsored events shall not be charged for the use of Association facilities, except that clubs may be required to reimburse the Association if a special event incurs extraordinary costs for setup, cleaning, etc. Private parties and commercial activities are subject to the current schedule of rental fees and policies as established by the Board of Directors.
- 5. Kitchen
 - a. Kitchen facilities are available to Chartered Clubs for potluck/catered events.
 - b. Club officers are responsible for the condition of the kitchen when being used for club-sponsored events.
 - c. Kitchen facilities are available to residents and their guests for private parties.
 - d. Kitchen facilities shall not be available for unsupervised or drop-in use other than the refrigerator.
 - e. The Lifestyle Committee shall provide a checklist to be completed both before and after kitchen use. Both the club president or responsible party and the monitor shall sign this checklist.
 - f. If cleaning is required or damage is found, the Association Management will calculate an amount to be billed to the club or responsible party.
 - g. Use of the kitchen for any activities must be scheduled through the Lifestyle Committee by filling out a Special Activity Reservation form and shall require a deposit and rental fees. Activities involving food may include, but are not limited to potlucks, picnics, food fairs, other promotional activities and catered events.
- 6. Fitness Facilities
 - a. All members and guests are required to sign an initial “informed consent” document which may be obtained from the Management Company.
 - b. Activities in the fitness facilities are not supervised. Therefore, all persons using equipment do so entirely at their own risk. All persons are strongly advised to consult with a physician before engaging in exercise activity.
 - c. Persons under the age of 19 years may not participate in Cardio/Weight room activities.

- d. Appropriate athletic apparel and shoes must be worn. Upper body garments must be worn at all times. Closed toed athletic shoes are required. Sandals, loafers, shower clogs, street shoes etc. are not acceptable footwear. Black sole and/or marking shoes are not permitted. Exceptions may be made for medical reasons and a note from a physician is required to be on file.
- e. Equipment is available on a first-come, first-served basis and is limited to 30-minutes (treadmills, bikes, cross trainers, etc.) if others are waiting.
- f. Fitness instructors and personal trainers must be employed or contracted by the Association.
- g. The Association assumes no responsibility for lost, stolen, or misplaced personal property.
- h. All members and guests are required to bring their own workout towel and to wipe down equipment after use.
- i. Please be considerate of others when using the facility and keep the noise level as low as possible.
- j. When using the T.V., please keep the volume set at a level as to not interfere with the enjoyment of the facility by others. After viewing the T.V., please make sure that the set has been turned off.
- k. Animals are not permitted in the facility.
- l. No food is permitted in the facility.
- m. Only unbreakable containers are permitted in the exercise facility (used for water, juice, etc.). Anyone seen with a glass container will be asked to remove the glass and/or leave the facility.

7. Swimming Pool

- a. All persons are required to shower immediately prior to entering the pool. Showering after using the pool is highly recommended to remove residual chemical and minerals.
- b. Use of the pool is at the user's own risk. Lifeguards are not provided and the pool area is not equipped to accommodate severely disabled persons. Floatation devices and a rescue hook are available for emergency purposes only.
- c. Solo use of the pool is prohibited.
- d. The Management Company will publish schedules outlining class usage and recreational lane usage.
- e. Cushions are not to be removed from lounge chairs.
- f. Swimsuits are required in all aquatic facilities. Cut-offs are not acceptable attire.
- g. Running, horseplay or diving into pools is not permitted.
- h. Loud sound-producing equipment shall not be permitted. Water classes may use equipment necessary to conduct their program.
- i. A six (6) foot wide section of pool deck perimeter shall be reserved for walking, safety and emergency purposes. No obstruction of any kind shall be permitted in this area.
- j. Food or beverages may be consumed in areas provided with tables and/or chairs (including lounge chairs). Glass containers and chewing gum are not permitted.

- k. Only small kick boards, life jackets, preserves and noodles are permitted in the pools.
- l. At the pool during seasonal rain, thunder and lightning storms or other inclement conditions, the Members are advised to clear and close the pool until such inclement condition passes.
- m. Barbeque areas and Cabanas are available to all Members on a first-come, first-served basis. Cleanup of these areas is the Members responsibility.
- n. Any member or guest failing to abide by stated policy or safety rules as posted shall be asked to leave the pool area.
- o. Smoking is prohibited in the pool area.
- p. Any person with an infection, communicable disease, etc. is prohibited from using these facilities.

8. Pool Use by Children

- a. Children are defined as anyone less than 19 years of age.
- b. Children's hours have been established and are posted at the pool.
- c. Children must be accompanied by and be under the supervision of a member at all times, and at no time be left unattended in the pool area.
- d. Children must be a minimum of 3 feet 6 inches (42 inches) in height or 5 years old in order to be permitted in any part of the pool area.

9. Spa Use

- a. These facilities are not supervised and are not equipped to accommodate severely disabled persons. Use is at members' and guests' own risk.
- b. Food, drink, tobacco products and sound-producing equipment are not allowed in these facilities.
- c. Any person with an infection, communicable disease, etc., is prohibited from using these facilities.
- d. Showering is required immediately prior to using these facilities and recommended after use.
- e. Use of spa may be detrimental to the health of persons with certain medical problems. Consult a physician prior to the use of this facility.
- f. Children under 12 years of age shall be supervised in the heated spa and shall not remain in the spa in excess of 10 minutes.
- g. Children under five (5) are not allowed in the spa.
- h. NRS statutes regarding use shall be posted in the spa's immediate vicinity.

10. Bocce Court

- a. Unless a reservation system or chartered club time is designed, use of the court is on a first-come, first-play basis. Time limits are as follows:
 - i. Singles play: 1-hour court time including warm-up
 - ii. Doubles play: 1-1/2 hour court time including warm-up
- b. Upper body garments must be worn at all times and soft-soled shoes are recommended

- c. Courts are provided for members and their guests 14 years of age and older. Guests must be accompanied by members at all times. This arrangement must not inconvenience other resident members. Non-members 19 years and older must be accompanied by a member at all times.
- d. Equipment is available in the storage closet of the multi-purpose room.

VI. GENERAL RULES AND GUIDELINES

A. Definitions:

Authorized User- refers to Chartered Clubs, Chartered Services Groups, Board of Directors and Association Management

Chartered Club- Groups of residents with a common interest who apply to the Terra Bella at Anthem Homeowners Association for operation under the guidelines established and approved by the Board of Directors. Upon receiving a charter, the club shall be allotted time and space in the recreational facilities for their approved meetings/activities. These clubs are organized as recreational, entertainment, educational, or social groups.

Chartered Service Group- These groups perform services to the residents of the community and are not organized as recreational, educational, entertainment, or social clubs. Their guidelines will be established by the Lifestyle Coordinator and approved by the Board of Directors.

Club Monitor- Individual(s) who are designated and identified by club officers to be present at all club meetings and activities to verify attendance and to protect the property of the club and the Association.

Special Interest Group- These are groups of residents with limited special interests. These groups shall not deny access to any Association-sponsored activity based on religion, ethnic, and/or racial characteristics. The guidelines for these groups will be established and adopted upon approval by the Board of Directors. These groups shall meet in the Association facilities on a “as space available” basis after all other priority groups are accommodated.

Shared Interest Group- Groups of residents with shared interests of a chartered club and are subject to the same rules and regulations as the sponsoring chartered club. The guidelines for these groups will be established and adopted by the Lifestyle Coordinator upon approval by the Board of Directors.

- ### B. Procedures- Chartered Clubs
- Chartered clubs are organizations that are sponsored by the Terra Bella at Anthem Homeowners Association, Inc. to foster and promote hobby, recreational and cultural pursuits among its members. Membership is limited to Association members in good standing. In sponsoring these organizations, the Association provides an opportunity for all members to enjoy fellowship with others while pursuing similar interests. These clubs are organized under the chartered

club guidelines. These procedures have been adopted to provide an equitable and orderly procedure for club operations within the structure of the Association's Bylaws and Articles of Incorporation.

Some of these policies include the following:

1. Charters (sponsorship) shall be denied to any association, which is or may be affiliated with any national, regional or other geographical entity even if the membership is limited to Terra Bella residents.
2. Chartered clubs are an instrumentality of the Association and are covered under the Association's insurance provisions.
3. Chartered clubs must be open to all members of the Association in good standing.
4. The Lifestyle Committee, with approval of the Board of Directors, shall coordinate, approve or disapprove all actions pertaining to chartered club policies and procedures.
5. Chartered club use of Association space, equipment and facilities is subject to availability.
6. Guests may participate in chartered clubs activities in accordance with each chartered club's policies.
7. In order to be chartered, an organization must consist of at least 12 current members for non-craft activity, and 8 for craft-type clubs.
8. Chartered clubs are responsible for the equipment provided by the Association or purchased by the club. The chartered clubs shall take reasonable and prudent measures to ensure the safety of their members.
9. Upon dissolution, all club-owned equipment and supplies shall be transferred to the custody of the Association.
10. Documents, reports and records governing all chartered clubs are subject to examination by the Association at its discretion.
11. Chartered clubs are operated within the non-profit organization structure as amenity of TERRA BELLA.

C. Procedures- Chartered Service Groups

1. The authority to charter service groups lies with the Board of Directors unless delegated to Association Management. All rules and procedures outlined herein are in consonance with the Association's governing documents. If a conflict arises, the governing documents prevail.
2. The Association Management is responsible for coordinating and implementing policy for the charter of service groups, allocation of space, and assisting groups with operational concerns.
3. The Lifestyle Committee is responsible for assisting groups with facility scheduling, special programs, and publicity promotion.
4. Group officers are elected per the By-laws of each service group.
5. The Chartered Service Groups report to the Board of Directors through the CAM. Activities, meetings, and other relevant items are reported to the CAM on a monthly basis according to the By-laws of each service group.

D. Procedures- Shared Interest Groups

1. Must comply with the By-laws of the sponsoring umbrella group.
2. May have representation on the sponsoring club's Board.
3. Scheduling of activities/meetings through the sponsoring group.

E. Procedures- Special Interest Groups

1. Must be approved by the Board of Directors.
2. Must schedule meetings/activities through the Lifestyle Committee on a space available basis only.

F. Procedures- Fund Raising Events

1. All fund-raising special events must be approved by the CAM not more than six (6) months in advance.
2. The Lifestyle Committee has the right to deny any fund-raising special events, which are inconsistent with policy.
3. All State of Nevada Gaming Regulations apply to the chartered or non-chartered clubs when fund-raising occurs.

G. Bulletin Board Policies

Prior approval by the Lifestyle Committee is required for all postings in accordance with policies below:

1. No announcements shall be posted regarding for-profit businesses.
2. Fliers no larger than 8 ½ inches x 11 inches will be permitted.
3. Notices may be posted *30 consecutive days* before a scheduled event and removed immediately following the event.
4. The Association reserves the right to post announcements as deemed necessary.
5. Religious writing or literature may not be posted on the bulletin board, other than a schedule of services.

H. Posters

Prior approval by the Lifestyle Committee is required for all postings in accordance with the policies below:

1. No announcements shall be posted regarding for-profit businesses.
2. Only announcements for chartered club special events or events held in Association facilities will be posted.
3. Posters should appear in good taste with a professional appearance. Posters placed on easels (provided by TERRA BELLA) must be on poster board or foam board.
4. Items shall be posted *two consecutive weeks* immediately before the event and removed immediately after the event.
5. Posters must be no larger than 24" x 32".
6. Posters may be displayed in the Community Center.
7. No more than two (2) posters are permitted at any given time.

The Association reserves the right to post announcements as deemed necessary.

I. Use Restrictions

1. Please be considerate of those living close to you and keep noise levels as low as possible. Nothing shall be done that disrupts the community tranquility or interferes with the quiet enjoyment of other occupants.

2. For corrective action, violations may be reported, in writing, to the Board by any Owner or Resident through the managing agent. Any activity which constitutes disturbing the peace or creating public nuisance, as determined by the Board, is prohibited.
3. No accumulation of rubbish or debris of any kind will be permitted on any Unit so as to permit odors to develop or render any Unit unsightly, unsanitary, offensive or detrimental to any other Unit.
4. No clothing, household fabrics or other unsightly articles shall be hung, dried or aired on any portion of the Unit or Common Elements.
5. No flammable, dangerous, hazardous, or toxic materials shall be kept, stored, or used in any Garage, and doors to Garages shall be kept fully closed at all times except for reasonable periods during the removal or entry of vehicles or other items therefrom or thereto.
6. There shall be no exterior or open fires whatsoever, including balcony/terrace areas, except for barbecue fires allowed in barbecue areas in the Common Elements using the equipment provided.
7. No sign, poster, display, billboard or other advertising device or display of any kind shall be installed or displayed to public view from any Unit except for a "For Sale" sign with a dimension not larger than 18 inches by 24 inches. No other sign may be placed anywhere in the community's Common Elements without prior written permission of the Board.
8. No article shall be kept or stored on balcony/terrace, except reasonable quantities (in reasonable sizes) of an electric barbecue, patio furniture, and plants. Plants must be maintained in an attractive condition and the water of such plants must not damage or soil the building or any other Owner's Unit.
9. No Owner shall cause or permit anything to be placed on the outside walls of his Unit or garage, and no sign, awning, canopy, window air conditioning unit, shutter, or other fixture shall be affixed to any part of the Unit or garage.
10. Any treatment of windows or glass doors (including, but not limited to, interior shutters), other than draperies, curtains, or blinds, of the type and color originally installed by Developer, shall be subject to the prior written approval of the Board. Aluminum foil and similar material shall not be permitted in any exterior window or glass door. Window tinting shall require the prior written approval of the Board, and shall be properly installed and maintained so as not to become damaged, scratched, discolored or otherwise unsightly. Solar screens on doors and windows, other than any which may be installed by Developer are permitted only with prior written approval of the Board.
11. Holiday decorations which may be viewed from other portions of the Properties may only be installed inside the windows of a Unit or on a Unit's balcony/terrace, provided that such installment shall be done in such manner as not to compromise or damage the surface or item to which installed or attached. The decorations must be installed and removed in a reasonable seasonable manner.
12. No water bed or similar item shall be permitted.
13. No wrought iron fencing, exterior wall, or ceiling or interior wall of a balcony/terrace, as initially installed by the Developer or the Association, shall be painted, erected or altered by any Owner.
14. All wheeled vehicles, including bicycles, skateboards, roller skates, etc. may be operated on asphalt surfaces and not on the sidewalks, lawns or landscaped areas.

15. Further information and details regarding use restrictions is available in the CC&R's.
16. For satellite dish restrictions refer to Section 10.12 of the CC&R's.
17. For additional information and details regarding Use Restrictions, please refer to the CC&R's

J. Parking at Terra Bella Facilities

1. Only vehicles with displayed legal handicap parking identification shall park in designated handicap parking spaces.
2. Parking is not allowed where prohibited by sign, red-painted curb or striped pavement.
3. No motorized vehicles shall be parked or operated on sidewalks except low-speed personal transporters (under 3 mph), and TERRA BELLA maintenance and contractor vehicles.
4. Special Association events may require other parking rules. These shall be posted and enforced as stated above.
5. These rules apply to visitors, contractors and employees as well as members and guests.

K. Vehicle and Parking Regulations [See Section 10.15 of the CC&R's]

All vehicles in the community shall be parked in accordance with the following:

1. No Owner in the community shall park, store or keep any vehicle on his or her Unit, except wholly within the garage or in such other parking location assigned on the Condominium Plan, as Exclusive Use Areas. Owners and their Guests may also park in an acceptable driveway as defined in Section 10.15 of the CC&R's but not to exceed 24 hours.
2. No Owner shall park, store or keep anywhere within the Properties any vehicle, such as, any large commercial-type vehicle, (including, but not limited to, any cement mixer truck, fuel truck, delivery truck or dump truck), or any vehicle other than a private passenger vehicle or trucks up to one ton within the community.
3. The Owners of Parking Exclusive Use Areas will be entitled to use the same for parking a private passenger vehicle only. No large commercial-type vehicle, recreational vehicle (as stated in the above Number 2), or any vehicle other than a private passenger vehicle, shall be parked within a Parking Exclusive Use Area.
4. All garage doors shall remain closed at all times, except as reasonably required for entry to and exit from the garage. No flammable, dangerous, hazardous or toxic materials shall be kept or used in any garage.
5. No maintenance or repair of any vehicle is permitted on the Property.
6. No washing of vehicle is permitted anywhere on the Property.
7. No Owner, guest, tenant, agent, licensee or employee or any Owner shall park, leave or abandon any vehicle within the community in such a manner as to impede or prevent ready ingress, egress and/or passage to or from public or private streets within the community.
8. No parking whatsoever shall be permitted in any designated "no parking" area, or in any entry gate area of the Property. No parking of any vehicle shall be permitted along any curb or otherwise on any street within the Property.
9. Drivers must not exceed a maximum speed of 15 mph and observe all established traffic and parking regulations within the community.
10. Guest parking shall be permitted in parking locations improved for vehicular parking as shown on the Condominium Plan but not to exceed 24 hours.
11. Recreational vehicles may not be parked on the streets within TERRA BELLA at any time.

L. Rules Regarding Transponders at Terra Bella

1. Transponders are issued to the residents at the Member Services Desk.
2. Each Transponder issued must have a legally registered vehicle assigned to it.
3. Each Transponder issued must have the accompanied form completed beforehand.
4. If there is a third resident in the household, there must be proof of residency in order for the Transponder to be issued (I.D., on title or affidavit).
5. Each additional Transponder is \$35.00.
6. Transponders will not be given out to non-resident family members or friends.

M. Garage Sales- TERRA BELLA garage sales are only permitted at the community's semi-annual garage sale held at the community center.

N. Responsibility For Pets

1. No animal of any kind shall be raised, bred, or kept in or on any Unit or in the Common Elements, except that common domesticated household pets, including dogs, cats, birds, or fish, may be kept within a Unit.
2. Each Owner or Resident may keep no more than two (2) household pets in the Unit, provided that each pet shall not exceed forty (40) pounds.
3. Each Owner shall be responsible for cleaning up any excrement or other unclean sanitary condition caused by that (those) pet(s). Any litter deposited by pets on lawns, sidewalks, streets or other Common Elements must be removed immediately by the Owner of the animal involved. Any damage caused by an animal shall be repaired and/or replaced at the animal owner(s) expense. This includes, but is not limited to, grass and plant damage, stucco staining, claw mark damages, etc.
4. All animals must be kept within an enclosure, patio, or on a leash at all times and under personal control when outside the individual living quarters.
5. Residents are responsible and liable for any personal injury or property damage caused by the pet(s). If the pet owner is a tenant, the Owner of the Unit is liable for damage.
6. No dogs are to be tied to trees, stakes, or any exterior building structure.
7. Please do not allow animals to urinate on plants or shrubs.
8. Violations may be submitted to the Board through the Management Company.
9. The Board reserves the right to expel or control any pet which becomes a nuisance or annoyance or which they determine to be vicious. A "vicious" dog is one defined as having bad habits or a cruel or fierce disposition.
10. All dogs kept within the community shall have a name tag. Loose, unattended dogs, cats, or other animals shall be reported to the Board.
11. No structure for the housing or confinement of any animal or bird shall be maintained so as to be visible from any neighboring property.
12. Human assistance dogs may be considered exempt from the above rules, to the extent reasonably necessary for such assistance.

O. Mandatory Maintenance By Owner

1. Each Owner, as its sole cost and expense, shall maintain in good condition and repair the interior of his or her Unit (which shall include the Garage), and all its equipment. If any

Owner shall permit any improvement to fall into disrepair or to become unsafe, the Board shall have the right, after a Notice of Hearing, to enter such Unit to make such repair and/or to perform any necessary maintenance.

2. The Owner shall promptly repair and replace all broken glass, including doors and windows, maintain (including painting where appropriate) in good, attractive, safe and sanitary condition and repair and replace if necessary all interior trim, floors, interior walls, ceilings, window frames, door frames, glass and doors. Replacement of exterior doors, door frames, windows, and window frames by an Owner, unless of the same colors, design and materials as established by original design, shall be subject to the approval of the Board.
3. The Owner shall clean, maintain, repair and/or replace any and all plumbing fixtures, electrical fixtures and appliances including but not limited to: water heaters, furnaces, plumbing fixtures, lighting fixtures, refrigerators, dishwashers, garbage disposals, microwave ovens, washers, dryers, and ranges, and the HVAC (air conditioning unit).
4. The Owner shall clean, maintain, repair and/or replace the door connecting the Unit to the balcony/terrace and any storage room door located on the balcony/terrace.
5. The Owner shall clean, maintain, repair and/or paint the interior of the front door of the Unit.
6. The Owner shall clean, maintain and do non-structural repair of the balcony/terrace floor, ceiling, and the interior surfaces of the exterior walls.
7. The Owner shall clean and maintain or repair of the following:
 - a. The stairway landing and deck area adjacent to the front door;
 - b. The garage remote opener;
 - c. The door opener and opening mechanism located in the garage.

P. Lobbies

1. Owners may not leave or store anything in the Lobbies.
2. Cleaning of the Lobbies will be arranged and paid for by the Homeowners Association

Q. Elevators

1. Cleaning and maintenance of elevators will be arranged and paid for by the Homeowners Association.
2. Any expenses incurred to repair damage done to the elevators by Owners, their Guests, Lessees, or Agents i.e. moving companies, shall be charged to the Owner.

R. (Restrictions On) Alterations, Additions, and Improvements

The Board will strive to preserve the highest standards and quality of life for each Owner within the community. All proposed structural improvements and modifications to the exterior and/or interior of any Unit must comply with all Association documents and be submitted to the Board, in writing on forms available from the Association.

1. Hard Surface Flooring Prohibitions per Section 9.5 (g) of the CC&R's

Notwithstanding any other provision herein, in an effort to minimize noise nuisance problems, for the welfare and benefit of the community, no Owner shall install hard surface flooring in any bedroom, den/office, and/or master closet area in an "Upper Level Unit" (i.e. a Unit that is stacked on another Unit, provided that an "Upper Level Unit" shall not include a Unit which is directly and entirely or substantially over a Garage). For purposes of this restriction, (i) "hard

surface flooring” means any floor covering other than good or better quality residential carpeting with pad (including, but not limited to, vinyl, ceramic or other tile, granite, marble, and/or slate). In the event that any Owner violates any restriction set forth in this Section 9.5 (g), and fails to correct such violation within ten (10) days after written notice thereof from the Association or any other party entitled to enforce this Declaration, such Owner shall be in default hereof and shall be subject to all rights and remedies of the Association, Declarant (as applicable) and/or other Owners set forth in this Declaration, including, without limitation, the right of the Association to assess fines and penalties for such violation.

2. Prohibitions on Penetrations in walls, ceilings, and floors per Section 9.5 (h) of the CC&R’s “Cutting Out” (for example, but not limited to, for installation of speakers or “can” lights) or penetration or other alteration of any portion of wall, ceiling, and/or floor within a Unit may seriously damage or adversely affect sound insulation or other important features of the Unit. Notwithstanding any other provisions herein, to minimize noise nuisance problems, for the welfare and benefit of the community, “cutting out” or penetration or other alteration by an Owner of any portion of the wall, ceiling, and/or floor within a Unit is strictly prohibited.
3. No exterior tile, carpet or other floor covering, except for one (1) standard doormat at the front door, shall be installed on any balcony/terrace, stairway, or stair landing, without the prior written approval of the Board.
4. No Owner shall make any improvements or changes to any improvements within his or her Unit which could be seen from outside of the Unit unless and until the Board has approved plans of such improvements or changes showing such detail as the Board or its consultant deems appropriate.
5. No Owner shall make any alterations, repairs of or additions to any portion of the exterior of the building in which such Owner’s Unit (including garage) is located, and nothing shall be done in or to any part of the Properties which will impair the structural integrity, sound transmission quality, or fire rating of any part of the Property.
6. No Owner shall change or modify the condition or appearance of any exterior window or door or any portion thereof, without the prior written consent of the Board.
7. No Owner shall have any right whatsoever to make any change or improvement to any Common Elements or Property without prior written consent of the Board.
8. An Owner must adhere to a schedule required by the Association for:
 - a. The design of an improvement to a unit.
 - b. The commencement of the construction of an improvement to the unit.
 - c. The completion of the construction of an improvement to the unit.
 - d. The issuance of a permit which is necessary for the occupancy or the use of an improvement to the unit.
9. Board approval shall be evidence of a contract between the Homeowners Association and the Owner for commencement and completion of the approved improvements in accordance with the current schedule required by the Homeowners Association as established by the Board of Directors. The Association may impose and enforce a construction penalty against a Member who fails to adhere to the schedule. The current schedule required is as follows:
 - a. For any desired change, improvement or modification as described above, Owner will submit a plan to the Board of Directors for review.

- b. If an incident occurs requiring the issuance of a permit as described in Paragraph (7d), an Owner has 45 days from the date of the incident to submit a plan to the Board of Directors for review.
 - c. From the date that plans are approved from the Board, the Owner will have 60 days in which to obtain a permit from the City of Las Vegas to commence construction.
 - d. The Owner will have six (6) months from the date of the issuance of the permit to complete construction in accordance with the plans approved by the Board and the City.
 - e. The Member must receive notice of any alleged violation and be given an opportunity for a hearing. The construction penalty is not a fine.
10. Any improvement or alteration must be installed, constructed or added in accordance with the procedures set forth in the Association's governing documents and must be selected or designed to the maximum extent practical to be compatible with the style of the Association.

VII. COMPLIANCE COMPLAINTS

If any member believes that another member of the Association is failing to maintain their property in compliance with the CC&Rs and Development Standards, they may file a complaint with the Community Manager. Following is the procedure of the Community Manager in resolving reports of possible violations.

- A. All complaints must be submitted in writing or electronically including complainant's name and street address. Complaint forms are available from the Management Company. Once complete, the form shall be forwarded to the Community Manager or the complainant may deliver it personally to discuss the matter with the Community Manager.
- B. The identity of the complainant shall remain confidential unless subpoenaed by court action.
- C. The Community Manager will review the complaint to determine if a violation of the Association's governing documents exists. The Association cannot take action on violations not specified in the governing documents.
- D. The Community Manager physically inspects the subject property to verify the reported violation and to inform the homeowner of the complaint in an effort to resolve the issue.
- E. Following the initial investigation, the Community Manager will notify the complainant if requested, if a violation exists and the steps the Association will take to rectify the situation.
- F. After providing a reasonable amount of time to correct the violation, the Community Manager will again physically inspect to verify compliance.
- G. If the matter is still not resolved, the Community Manager will send a letter of notice to the homeowner/violator with a deadline to correct the violation.
- H. When the deadline has passed, the Community Manager again verifies whether or not the violation has been resolved.
- I. If not, a Notice of Hearing is forwarded to the property owner and a hearing is scheduled following proper notice to the alleged violator.
- J. After hearing testimony, the Hearing Panel determines if there is a violation based upon the evidence presented. The complainant also is notified of the status of the complaint. The Board of Directors is informed of the decision in the case. If a violation has been determined, a fine or sanctions are recommended.

K. Following review by the Board of Directors, a letter is sent to the property owner as to any sanctions or penalties that may be imposed.