



DESERT  
SHORES

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C O M M U N I T Y

# GENERAL POLICIES AND GUIDELINES

# GENERAL POLICIES AND GUIDELINES

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Desert Shores Community Association  
 2500 Regatta Drive Las Vegas, NV 89128  
 Telephone: 702-254-1020 FAX: 702-254-1345 www.desertshores.org

### MISSION STATEMENT

The Desert Shores Community Association is a non-profit corporation specifically established by Covenants, Conditions and Restrictions filed on June 1, 1988, in Book 880601 as Document No. 00011, of the Official Records of Clark County, Nevada, for the purpose of operating the business affairs of its homeowners association.

This Association has established as its main goals the protection, maintenance and enhancement of the Common Grounds and Property owned in entirety by the Association.

Toward that end, the Association operates by an adopted Non-Discrimination Policy, and does not support, as an entity, any political person, party or faction in any manner. On occasion, the Association, as deemed appropriate by the Board of Directors, may become involved in public policy issues as they pertain to or may effect the property, or value thereof, which is owned and maintained by this Association and/or its Members.

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The Desert Shores Community Association Office is located  
 within the community at 2500 Regatta Drive.

Main Phone Line:	702-254-1020
Fax Line:	702-254-1345
Facilities:	702-254-1020
Community Relations:	702-254-0628
Accounting:	702-254-0657
Website:	<a href="http://www.desertshores.org">www.desertshores.org</a>

For after-hours emergencies:  
 Dial 702-254-1020. Press 0 to bypass the recording and an operator will assist you.

**Please direct any questions concerning these procedures to the DSCA Office.  
 We will be happy to assist you.**

**Visit [www.desertshores.org](http://www.desertshores.org) for additional information.**

## **I. MEMBERSHIP INFORMATION**

Desert Shores Community Association (“Association” or “Desert Shores” or “DSCA”) is a Nevada non-profit corporation.

### **PURPOSE**

The purpose of the Association is to ensure that the facilities and landscaped areas remain an enjoyable amenity for the residents. All unit owners and their tenants are subject to the Covenants, Conditions & Restrictions (CC&R’s) of the Desert Shores Community Association. The Policies and Guidelines coincide with the CC&R’s and explain residents’ rights regarding use of the common property.

### **BOARD OF DIRECTORS**

The DSCA Board of Directors consists of five members elected to serve two-year terms on a staggered basis. Elections are held in November at the Annual Meeting. Board meetings are held every month at the Clubhouse and DSCA members are encouraged and welcome to attend. All member concerns are to be submitted in writing to Management or Board of Directors.

### **ASSESSMENTS**

Each unit in DSCA is subject to monthly Association maintenance assessment as required by the CC&R’s. Assessments are due on the first of each month and delinquent after the 30<sup>th</sup>, at which time they are subject to a \$10 late fee.

**Resales:** State statutes require full disclosure of the CC&R’s and obligation of assessments for community Associations. It is the seller’s obligation to contact the Association to clear any debts, including violations, prior to the sale of a property in Desert Shores. It is the buyer’s obligation to notify the Association, by copy of the recorded deed, when a Desert Shores property is purchased. A \$175.00 Transfer Fee/New Account Set-Up Fee is charged to the buyer to process an ownership change and provide the financial information required by the state statute.

### **APPEAL POLICY**

In the event a member disagrees with a committee’s decision regarding architectural submittals, violations, etc., the member may appeal in writing to the Board of Directors. The appeal must be received in the Association office by the first day of the month in order to be considered by the Board of Directors on their current meeting agenda.

### **NON-DISCRIMINATIONS POLICY**

The Desert Shores Community Association does not discriminate in any activities on the basis of race, color, religion, national origin, or sex.

<b>DELINQUENT ASSESSMENT POLICY AND PROCEDURE</b>
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Timely payment of assessments is critical to the Master Association. The failure of any owner to pay assessments when due creates a cash flow shortage for the Master Association, and causes those owners who timely pay their assessments to bear a disproportionate share of the Master Association's financial obligations. Therefore, the Board of Directors ("Board") for the Desert Shores Community Association (the "Master Association") hereby adopts the following Delinquent Assessment Policy and Procedure for implementation within the Master Association, with the capitalized terms having the same meaning as those terms are defined in the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Desert Shores, which was recorded with the Clark County Recorder's Office on June 1, 1988, in Book No. 880601, as Instrument No. 00011 (the "Master Declaration"):

1. Types of Assessments. Pursuant to the Master Declaration and applicable Nevada law, the Master Association has a duty to levy annual Common Assessments for Common Expenses, Capital Improvement Assessments, Special Assessments, and Reconstruction Assessments as defined in the Master Declaration, and reserve assessments as set forth in NRS 116 (collectively the "Assessments"), sufficient to perform its obligations under the Master Declaration, Bylaws, Articles, and any Rules and Regulations and resolutions adopted by the Board, which may be amended from time to time (collectively the "Governing Documents") and Nevada law. *See* Master Declaration, Article I, Sections 1.07-1.10, inclusive, and Article VI, Sections 6.01, 6.04, 6.05 and 6.08, and NRS 116.3102(1) (b) and 116.31152(1). Common Assessments in an amount sufficient to pay the Common Expenses pursuant to the Master Association's budget, are levied annually and collected in advance on a regular basis by the Board, at such frequency and on such due dates as the Board shall determine from time to time in its sole and absolute discretion. *See* Master Declaration, Article VI, Section 6.06.

2. Creation of Lien and Personal Obligation of Owner. Each Assessment or charge is the personal obligation of the Owner at the time the Assessment or other sums are levied. *See* Master Declaration, Article VI, Section 6.01. In addition, the Assessment is also a charge or lien upon the Owner's Lot or Condominium. *See* Master Declaration, Article VI, Section 6.01. Recordation of the Master Declaration constitutes record notice and perfection of the Master Association's lien. No further recordation of any claim or lien for any unpaid Assessment is required. *See* NRS 116.3116(4). However, pursuant to this Policy, the Master Association may record a lien for unpaid Assessments and related charges.

3. No Exemption. No Owner may exempt himself or herself from liability for Assessments by non-use of Common Areas or abandonment of his or her Lot or Condominium. *See* Master Declaration, Article VI, Section 6.10.

4. Notice to Owner of Increase in Assessments. The Master Association will give the Owners notice of any increase in the Assessments, through the budget process set forth in the Master Association's Governing Documents and Nevada law, at least 30 days in advance of each Common Assessment period. *See* NRS 116.31151 and Master Declaration, Article VI, Section 6.06. Notice will be sent by first-class mail to the Owners at the addresses on the membership register as of the date the notice is issued. It is the responsibility of each Owner to advise the Master Association of any changes in their mailing address. The Board may elect from time to time to provide additional periodic statements of Assessments and charges, but failure to transmit such additional statements does not relieve the Owners of the obligation to pay Assessments.

5. Designation of Collection Agent. The Board may designate an agent to collect Assessment payments and administer this Assessment collection policy. Such designated agent may be a collection company, Trustee Company, law firm or any other agent properly licensed to provide the service (the “Designated Collection Agent”).

6. Due Date. Unless otherwise specified by the Board, an Assessment is due on or before the first day of the month for which it is due. *See* Master Declaration, Article VI, Sections 6.06. At present, the Common Assessments for Common Expenses are due on the first day of each month. Other Assessments are due on the date established by the Board.

7. Late Fees. Any installment of an Assessment, or portion thereof, that is not received by the Master Association within 30 days after the due date, shall be deemed to be past due and result in a late fee being imposed in the amount of \$10.00 per month. *See* Master Declaration, Article VI, Section 6.10 and NRS 116.3102(1) (k).

8. Interest. Any installment of an Assessment, or portion thereof, which is not received by the Master Association within 60 days after the due date, shall bear interest at the rate of prime plus two percent (2%) per annum. *See* Master Declaration, Article VI, Section 6.10. *See also* NRS 116.3115(3). The prime rate shall be determined by the prime rate at the largest bank in Nevada as ascertained by the Commissioner of Financial Institutions on January 1 or July 1, as the case may be, immediately preceding the date the Assessment becomes due.

9. Costs of Collection. The Master Association shall charge an Owner reasonable fees to cover the costs of collecting any delinquent Assessments in an amount not to exceed the amount established by the Commission for Common-Interest Communities and Condominium Hotels. Such costs shall include, but shall not be limited to, any fee, charge or costs, by whatever name, any collection fee; filing fee; recording fee; fee related to the preparation, recording or delivery of a lien or lien rescission; title search lien fee; bankruptcy search fee; referral fee; fee for postage or delivery; and any other fee or cost that the Master Association may charge an Owner for the investigation, enforcement or collection of a delinquent Assessment (collectively, the “Collection Costs”). Such Collection Costs shall become additional charges against the Owner’s Lot or Condominium and shall be subject to collection pursuant to this Policy. *See* Master Declaration, Article VI, Section 6.01 and NRS 116.310313.

10. Late Notice. If an installment of an Assessment is not received within 30 days after the due date, a late fee notice may be sent to the Owner itemizing the Assessment installment and late fees. The processing cost for mailing this late notice shall be charged to the Owner.

11. Application of Payments. Unless otherwise specified by an Owner, payments received by the Association shall be applied as mandated by NRS 116, NRS 116A and NAC 116. The Association may not apply any Assessment, fee or other charge that is paid by an Owner toward a fine or monetary penalty imposed by the Association against the Owner, without the Owner’s consent. *See* NRS 116.3101315.

12. Disclosure and Payment Plan. In addition to all other remedies available to the Master Association, if any installment of an Assessment, or portion thereof, is not received by the Master Association within 60 days after the obligation becomes past due, then the Master Association shall transmit a letter to the Owner (“Disclosure and Payment Plan”) that includes:

- (a) A schedule of the fees that may be charged if the Owner fails to pay the past due obligation;
- (b) A proposed repayment plan; and
- (c) 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.

See NRS 116.31162(4) as amended by SB 280 (2013).

NOTE 1: The schedule of fees referenced in subparagraph (a), above, is included as an attachment to this Board Resolution. The Master Association may satisfy subparagraph (a), above, by re-sending to the Owner a copy of the Fee Schedule Exhibit, as may be amended, which is defined in Paragraph 23.

NOTE 2: Unless otherwise determined by the Board after the hearing referenced in subparagraph (c), above, all repayment plans shall be: (i) signed by the Owner and returned to the Master Association within 15 days of the date of the Disclosure and Payment Plan, (ii) be completed in 6 months, and (iii) require the Owner to stay current on future accruing Assessments.

NOTE 3: If an Owner wants to request a hearing to contest the past due obligation, then, within 15 days of the date of the Disclosure and Payment Plan, the Master Association must receive a written request for the hearing. The written request must be sent to and received by the Master Association's Manager within the time period provided.

13. Notice of Intent. If within 15 days of the date of the Disclosure and Payment Plan, the Owner has not: (a) signed and returned the Disclosure and Payment Plan, or (b) submitted a written request for a hearing as set forth in NOTE 3 of Paragraph 12, above, then the Master Association shall transmit a letter to the Owner notifying him or her of the delinquency and requesting payment thereof (the "Notice of Intent"). The Notice of Intent shall be mailed by certified mail, return receipt requested to the address of the Lot or Condominium and, if different, to a mailing address specified by the Owner, and shall include, at a minimum, the following.

- (a) the fact that the installment is delinquent;
- (b) the amount of the delinquency, including any charges associated with the delinquency including, but not limited to, interest, late fees, attorneys' fees or other Collection Costs;
- (c) the action that is required to be taken by the Owner to cure the default;
- (d) the date, not less than 30 days from the date the Notice of Intent is mailed to the Owner, by which such default may be cured;

In addition, the Notice of Intent may include the following:

- (e) that the failure to cure the default on or before the date specified in the Notice of Intent may result in acceleration of the balance of the installment of the Assessments for the then current fiscal year; and
- (f) what action the Owner may take to cure the default after acceleration.

14. Assignment of Account to Designated Collection Agent. If the Owner fails or refuses to pay the balance due and owing to the Master Association as set forth in the Notice of

Intent, then the Master Association may turn the account over to the Master Association's Designated Collection Agent for collection which may include filing a Notice of Delinquent Assessment ("Lien") and, thereafter, foreclosing on the Lien. *See* NRS 116.31162 et. seq.

15. Acceptance of Payments. The following provisions shall apply to payments made:
- (a) if an Owner physically delivers a payment for delinquent Assessments to the Master Association or the Master Association's Manager or its Designated Collection Agent, then the Master Association must accept such payment;
  - (b) if an Owner remits a payment and makes a notation on the check that it is "payment in full," or some other similar verbiage, but the payment does not constitute full payment of the Assessments then due, the Master Association, the Manager or its Designated Collection Agent need not accept such payment;
  - (c) if the Master Association has entered into an agreement with a Designated Collection Agent to collect delinquent Assessments, and such agreement provides that the Master Association, its Manager or its Designated Collection Agent need not accept payments from an Owner after the Owner's account has been referred to collections, the Master Association, its Manager or its Designated Collection Agent must accept payments received from that Owner notwithstanding the provisions of the agreement with the Designated Collection Agent to the contrary. Upon acceptance of such payment, the Master Association or its Manager must either forward the check to the Designated Collection Agent or email or fax a copy of the check to the Designated Collection Agent; and
  - (d) if the Master Association has entered into an agreement with a Designated Collection Agent as set forth in subsection (c) and the payment received from the Owner has been noted "payment in full," but does not constitute full payment of the Assessments then due, the Master Association, its Manager or its Designated Collection Agent need not accept the payment.

16. Payment Plan. At any time after the Notice of Intent has been issued, an Owner may petition the Board in writing for a payment agreement to allow the Owner to make periodic partial payments on the entire balance of the Assessment account. However, after the Notice of Intent has been issued, the Master Association has no obligation to enter into such a payment agreement. Notwithstanding the foregoing, if the Board agrees to enter into a payment agreement and to accept a reasonable payment plan with the Owner, then the terms of any payment agreement shall include, at a minimum:

- (a) the Owner staying current on all future accruing Assessments as they come due; and
- (b) paying off the past due balance, including all Collection Costs and related charges, in installments, over a term acceptable to the Board.

Any payment agreement entered into with the Owner shall be reasonable, as determined in the sole discretion of the Board, and for the sole purpose of assuring that the best interests of the Master Association are served. The payment agreement shall be in writing and a provision shall be included that failure to meet any terms of the agreement shall give the Board the right to immediately continue the collection/lien/foreclosure process without further notice to the Owner.



Neither the Master Association nor its Manager shall have the authority to waive any amounts incurred for any Collection Costs imposed directly by the Designated Collection Agent. If any Owner wishes to request a waiver of any Collection Costs imposed by any Designated Collection Agent, such Owner shall be responsible for contacting the Designated Collection Agent directly in order to make arrangements.

17. Release of Lien. A Release of Lien (“Release”) and/or Rescission of Notice of Default (“Rescission”) will not be recorded until the entire balance of the Owner’s Assessment account is paid. All charges incurred in recording a Release and Rescission, including reasonable attorney’s fees, if any, will be charged to the Owner’s Assessment account.

18. NSF Check. At any time that the Master Association or its Designated Collection Agent receives a check dishonored by the bank for any reason, a charge of \$20.00 shall be imposed and added to the Owner’s account. Upon receipt of a returned check, the Master Association shall notify the Owner of the same in writing (the “NSF Notice”), and the Owner shall be required to resubmit payment for his or her Assessment in the form of a cashier’s check or money order only within 10 days of the date of the NSF Notice. The Master Association will not resubmit a previously returned personal or business check for payment. Furthermore, if any Owner is required to resubmit payment due to insufficient funds, the Owner will be subject to the late fee and interest charges as set forth and more fully described in Paragraphs 7 and 8 above. The Board may immediately proceed with the collection process if the entire past due Assessment balance is not paid within 10 days of the date of the NSF notice. The Master Association may also seek any other damages, in accordance with Nevada law.

19. Owner Disputes. If the Owner disputes the accuracy of the calculation of an account or the amount charged to the Owner’s Assessment account, an objection to the specific charges must be received by the Board within 30 days of the date notice was received by the Owner of the charge or balance. The disputed amount may remain unpaid during the investigation, but undisputed portions of the account must be paid before the delinquency date in order to avoid Collection Costs. No action will be taken to collect the disputed amounts until the investigation is complete and the Board makes a decision. The Owner must provide the following information in writing regarding any dispute:

- (a) The Owner’s name, mailing address, and account number;
- (b) The exact dollar amount in dispute or in error.
- (c) For each charge in dispute, an explanation of the reasons the Owner believes there is an error, including evidence that may assist the Board in resolving the issue, i.e., dates, names, and check numbers, so that the dispute may be investigated efficiently and effectively.
- (d) Copies of checks (both front and back), letters or other documents applicable to the account and claimed error must accompany the written objection.

20. Other Remedies. The Master Association reserves the right to avail itself of any other remedy permitted by law and the Maser Association’s Governing Documents to collect Assessments and related costs and charges, including, but not limited to, initiating an action through the Nevada Real Estate Division and/or bringing an action in Small Claims, Justice or District Court. Such remedies may be taken in addition to or in lieu of any action already taken, and commencement of one remedy shall not prevent the Master Association from electing at a later date to pursue another remedy.

21. Notice to Master Association. Owners should respond in writing or make payments to the address as directed by the Designated Collection Agent. If no address is given, responses and petitions should be mailed to the Master Association at the following address:

Desert Shores Community Association  
c/o General Manager  
2500 Regatta Drive  
Las Vegas, NV 89128-6800

22. Write-offs. In accordance with NRS 116, the Board shall approve all write-offs of debt and the Manager shall provide timely reports to the Board regarding collection matters.

23. Designated Collection Agent Costs of Collection. The Fee Schedule Exhibit, which includes the collection fees and costs of the Master Association or its Designated Collection Agent, is attached hereto as Exhibit "A".

24. Suspension of Privilege. In addition to any other remedies set forth herein, if any installment of Assessment, or any portion thereof, is not received prior to the Master Association's issuance of the Notice of Intent, defined in Paragraph 13, above, then the Board may suspend the right of: (a) the Owner to vote at meetings of the Master Association, and (b) the Owner's or Owner's family and tenant or invitees of the Owner or tenant from using the Common Areas or Association Property. The suspensions may be imposed so long as the Owner is delinquent in the payment of Assessments. No suspensions may be imposed until the Owner has been afforded the right to be heard in person, by submission of a written statement or through a representative, at any such hearing.

25. Nevada Servicemembers Civil Relief Act. An Owner may be entitled to certain protections under the Nevada Servicemembers Civil Relief Act ("NVSCRA"). If an Owner is a service member, or the dependent of a service member, currently on active duty or deployment or for a period of one year immediately following the end of such active duty or deployment, the Master Association may not initiate a foreclosure action against the Lot or Condominium if an Owner is delinquent in paying any obligation owed to the Master Association during this period.

For this protection, an eligibility verification form must be completed and obtained from the Master Association. The service member's social security number and a date of birth are required in order for the Master Association to accurately verify active duty status through the internet website maintained by the United States Department of Defense. The Master Association will maintain the security of this personal information as required under NRS 603A.

The protections afforded by the NVSCRA do not apply if a court determines that the Owner's ability to pay or the Owner's dependent's ability to pay the obligation owed to the Master Association is not materially affected by the active duty or deployment. (added 10/1/17)

## II. DEFINITIONS

1. **ASSOCIATION** – Desert Shores Community Association, an organization of property owners established by deed restricted covenants for the purpose of maintaining the common property and elements within the community.
2. **CC&R's** – The Covenants, Conditions & Restrictions pertaining to the property. These define the use of the property and spell out the protections made for the benefit of all owners. Owners are responsible for examining these documents carefully before purchasing. The CC&R's are recorded and the land is bound by the CC&R's. The same conditions also apply to all tenants.
3. **DESERT SHORES or DSCA** – Refers to Desert Shores Community Association.
4. **PARK FACILITIES** – Indicates the gate access area including the boats, Clubhouse, basketball court, swim lagoon, picnic area, restrooms, sand volleyball court, and playground.
5. **LAKE ENDS** – Areas at the ends of each lake, not extending beyond the wrought iron gates.
6. **MANAGEMENT** – This term refers to the management staff of Desert Shores which manages the maintenance of the common areas and the business transactions of the Association.
7. **PETS** – Dogs, cats and other household animals. The definition does not provide for livestock or poultry.
8. **RECREATIONAL FACILITIES** – Includes, but may not be limited to the swim lagoon, park, clubhouse, boat launches, the lakes, lake ends, landscaped areas and any other recreation facilities that may be developed.
9. **RESIDENT** – Occupant of a Desert Shores residence, whether a current tenant or legal owner.
10. **RESTRICTED USE AREA** – Certain areas surrounding the lakes are restricted to the use of the residents who own exclusive easements to the area between their homes and the lake.
11. **STRUCTURED ACTIVITY** – Organized event, activity or game sponsored by the Desert Shores Community Association.
12. **UNIT** – One residence, either owner or tenant occupied.

### III. MEMBERSHIP IDENTIFICATION PROCEDURE

#### REGISTRATION

The current resident(s) of the property must be registered with DSCA in order to use the Recreational Facilities. It is the obligation of the legal owner to complete all appropriate forms and provide the necessary information required. Forms can be obtained in the Association office at 2500 Regatta Drive.

DSCA issues a photo ID membership card for each resident fourteen (14) years of age and older. Cards are issued at the Desert Shores Community Association Administration Office. All residents are required to have a photo identification membership card in order to enter the Park facilities, participate in Association activities, and fish on the lakes.

1. Homeowners – A picture ID and a completed Membership Registration will be required. A copy of your recorded property deed is required to be on file with the Association in order to prove property ownership.
2. Tenants – An Assignment of Membership Privileges form signed by the homeowner, a copy of your Lease, a picture ID, and a completed Membership Registration form will be required. Only names which appear on the lease will be eligible for ID Cards.
3. Lost ID card – If a photo ID membership card has been lost, please contact the Association office. Replacement cost is \$5.00, payable by check or money order only.
4. If a request is made to re-issue cards for a property address within 30 days of original issue, a \$5.00 fee will be charged.

There shall be no transfer of photo ID membership cards to any other persons. Violators are subject to forfeiture of the DSCA ID Card, suspension of Recreational Facilities privileges for a period of thirty (30) days, and/or an assessment (fine) for each occurrence in accordance with the enforcement procedure.

Photo ID Membership Cards are issued during regular business hours:

Monday thru Friday ~ 8:00 AM to 4:45 PM

Closed for Lunch ~ 12:00 Noon to 1:00 PM

Telephone: 702-254-1020

## IV. RECREATIONAL FACILITIES

*Note: DSCA is not responsible or an insurer of the safety of its members, their families, guests, or tenants. Notwithstanding any age limitations set forth in these policies, it is suggested that parents accompany their children of any age at all times. DSCA members, their families, guests, and tenants are each responsible for their own safety.*

### A. GENERAL INFORMATION

1. Use of the DSCA Recreational Facilities is limited to residents and their guests. Residents may use the DSCA Recreational Facilities during normal hours of operation.
2. A current DSCA Photo ID Membership card must be in your possession at all times when using any of the Recreational Facilities. **If you are not able to present a current DSCA Membership Card, you will be asked to leave.**
3. Events: Special structured events and meetings of the Association have priority.
4. Conduct: Each resident is responsible for his/her own conduct, and that of any guest, at all times. Privileges may be suspended for violations of the Policies & Guidelines. Individuals or groups engaged in hazardous or destructive activities or, in the opinion of Management or a Member of the Board, are incapable of reasonable control of their actions, will be asked to leave the premises immediately.
5. Animals are not allowed in the Swimming Lagoon/Park/Clubhouse area.
6. Injuries and/or accidents involving the Recreational Facilities, and/or amenities must be reported to Desert Shores Community Association, 2500 Regatta Drive, Las Vegas, NV 89128 within 24 hours in writing. DSCA will not be held responsible for any accident or injury in connection with the use of the facility or common area by residents or their guests. **MEMBERS AND GUESTS ASSUME ALL RISKS INVOLVED IN SUCH ACTIVITIES.**
7. Members are responsible for any family members, guests, invitees, tenants, and/or agents who damage DSCA equipment and/or facilities and will be liable for all repair or replacement costs.
8. Health regulations will be strictly enforced at all times.
9. Littering is prohibited at all DSCA Recreational Facilities. Appropriate trash containers must be used at all times.
10. Lakes: No wading, diving or swimming is permitted in the lakes by any person or animal.
11. Abandoned Property: Any personal property left or found unattended on any portion of the common areas of DSCA may be taken into control of the Association where it will be held for a period of fifteen (15) days. At the end of the fifteen day period, any such property unclaimed by the owner will be considered abandoned and the Association will dispose of such property as it sees fit.

12. Glassware of any type is prohibited within the Swimming Lagoon/Park facility with the exception of inside the Clubhouse. This includes drinking glasses, bowls, beer/soda bottles, pitchers, etc.
13. Damage or vandalism should be reported immediately to Management.
14. Alcohol: In accordance with Nevada State Law, no one under the age of 21 shall be served or consume an alcoholic beverage while on the premises. Alcoholic beverages are allowed, providing they are in containers other than glass. If alcoholic beverages are served at reserved functions, no minors are to be present without parental permission.
15. Use of controlled substances is prohibited.
16. Soliciting will not be allowed within the Swimming Lagoon/Park/Clubhouse area.
17. Vehicles may not be parked in the DSCA parking lot for periods longer than 12 hours.
18. Property belonging to DSCA must not be removed from the Swimming Lagoon/Park/Clubhouse area.
19. Personal items may not be left in the Swimming Lagoon/Park/Clubhouse area overnight.
20. Keep the Recreational Facilities clean at all times.
21. Radio/stereo noise must be kept at a moderate level and have no offensive lyrics. Management has discretionary power to limit noise levels and content.
22. Bicycles, skateboards, and roller blades are prohibited.
23. No improper behavior or language allowed.
24. No firearms allowed.
25. Attire must be appropriate and family friendly. Overly revealing clothing is prohibited.

## **B. GUEST POLICY**

1. Guests will not be invited to Association functions unless otherwise specified.
2. Residents must accompany their guests and carry a current Desert Shores ID Card at all times. Residents are responsible for their guests' compliance with all Policies & Guidelines and for any damage to DSCA property and/or personal injuries.
3. Members are responsible for any family members, guests, invitees, tenants, and/or agents who damage DSCA equipment and/or facilities and will be liable for all repair or replacement costs. Guests are limited to ten (10) per household.

### C. SWIM LAGOON

1. Swimming is limited to specific hours posted at the lagoon entrance and subject to change without notice. No swimming is allowed when lifeguards are not on duty.
2. All swimmers must shower, using warm water and soap and shall rinse off all soap suds, before entering or re-entering the lagoon. Shower is located adjacent to the restrooms.
3. No person having skin lesions, sores, inflamed eyes, mouth, nose or ear discharges, suffering from colds, fever, or coughs or possibly carrying any communicable disease shall use the lagoon.
4. Spitting, soiling, or in any way contaminating the lagoon, walkways, or dressing room floors is prohibited.
5. Smoking, **to include Electronic Cigarette, Vapor Cigarettes, or Marijuana etc.**, within the lagoon area is prohibited: (Revised 4.26.18)
6. Per Health Department Regulations, infants must wear diapers and waterproof rubber pants, with elastic at the waist and legs, at all times when in the lagoon. Infants without the required rubber pants will be removed from the lagoon. Diapers shall only be changed in the designated area in the restrooms.
7. Proper swim attire must be worn. Swimmers must wear approved swim wear that is designed and intended for the use of swimming. No street clothes, cut-offs, or T-shirts. (Rash Guard shirts may be worn — available at local sport stores.)
8. Fins and hard balls are not permitted in the lagoon.
9. No running, horseplay, or unruly conduct will be permitted.
10. No residents or guests shall enter the pool equipment areas at any time.
11. No diving is allowed.
12. Flotation devices are allowed provided that space permits.
13. Individuals under the age of fourteen (14) years must be accompanied by a parent or a guardian over the age of eighteen (18) years. Members under eighteen (18) may bring two (2) guests.
14. No food or beverages allowed in the pool.
15. Do not swim if you are ill with diarrhea or have had diarrhea within the past two weeks.

**MANAGEMENT HAS THE RIGHT TO SUSPEND PRIVILEGES IF CONDUCT IS DEEMED DISRUPTIVE OR DESTRUCTIVE TO OPERATING PROCEDURES.**

**D. BOAT USAGE**

1. Individuals under age sixteen (16) must be accompanied by an adult eighteen (18) years or older.
2. Individuals sixteen (16) and older may use the boats provided a current Hold Harmless Agreement and a current season copy of agreement signed by parent or guardian is on file in the Association office.
3. ALL BOAT USERS MUST SIGN A BOAT REGULATIONS AGREEMENT FORM EACH TIME THEY USE A BOAT.
4. Removal of boats from Lake Jacqueline is not allowed.
5. Boats must remain in the south end of the lake and cannot go under the Breakwater Bridge.
6. Beaching and intentional capsizing of boats is not permitted.
7. No diving or swimming from boats is permitted.
8. No landing of boats at docks or areas other than the DSCA launch area.
9. All boats must be returned to the boat launch area a half hour prior to closing time.
10. No racing of craft is permitted, unless through a structured Desert Shores activity.
11. No littering in the lake.
12. Life preservers are provided for each passenger and individuals under 12 are required to wear life jackets at all times.
13. No alcoholic beverages will be allowed on boats.

**E. CLUBHOUSE AND PICNIC AREA**

1. Clubhouse – Advance reservations are required along with a fee and a damage/compliance deposit. The 100 maximum guest limit for the Clubhouse is established by fire regulations.
2. Picnic Tables – Advance reservations are required, along with a fee, for the covered picnic areas and must be made in the DSCA office. Picnic tables are available for up to 15 or 25 people per table. Only one picnic table may be reserved per household per day.



## RESERVATION GUIDELINES

Reservations are accepted during the current month plus the next three months prior to the event. Example: For Clubhouse and/or picnic table dates in May, we begin taking reservations on February 1 (or the next business day).

### Applications:

- All applications must be made in person and signed by a DSCA resident.
- The reservation is not booked until all forms are signed and checks received.
- Residents must show a current photo ID membership card at the time the reservation is made.
- The resident with the photo ID membership card must be present during the event as well as signing in and out with staff.

### Reservation Availability Hours:

- The Clubhouse is available from 10:00 am to 10:00 pm Sunday through Thursday and 10:00 AM to 11:00 PM Friday and Saturday.
- The Park hours are 10:00 am until dusk. The Swimming Lagoon closes at 7:00 pm.
- All reserved functions, including clean up activities, must end at the appointed time.
- Access to the facilities will not be allowed prior to 10:00 am to allow for maintenance.

### Set Up & Clean Up for Clubhouse

- The reserving party shall arrange for all deliveries and pick-ups and must be present to handle them.
- DSCA furnishings cannot be removed from the Clubhouse. Additional furniture, props, equipment, inflatable bounce houses, slides, trampolines, etc. are not permissible in the lagoon/park area and must be kept within the Clubhouse interior.
- The resident responsible for the reservation must check in with staff, show DSCA ID card and sign the check in form.
- The resident responsible for the reservation must check out with staff, show DSCA ID card and sign off on the inspection form.
- DSCA will not be responsible for or store any equipment, furniture or supplies delivered to or left on the premises.
- **The use of tape, staples, tacks, nails, adhesives, string, ribbon, streamers, etc. on furniture, ceiling, walls, windows, light fixtures, ceiling fans, wall sconces or ANY surface is strictly prohibited.**
- **Deep fryers are not allowed in the DSCA Clubhouse.**
- **Smoking is not allowed in the DSCA Clubhouse.**
- **No grills are allowed. This includes both INSIDE AND OUTSIDE THE CLUBHOUSE.**
- **No balloons, signs, or decorations are to be used outside of the Clubhouse.**
- **Clubhouse Clean Up consists of:**
  - Removing all leftover food and equipment from the kitchen
  - Wiping off and returning all DSCA tables & chairs to their proper storage.

- Emptying all trash cans and carrying trash bags to the parking lot trash container.

#### Set Up & Clean Up for Picnic Tables

- The reserving party shall arrange for all deliveries and pick-ups and must be present to handle them.
- The resident responsible for the reservation must check in with staff, show DSCA ID Membership Card.
- DSCA will not be responsible for or store any equipment or supplies delivered to or left on the premises.
- **The use of tape, staples, tacks, nails, adhesives, string, ribbon, streamers, etc. on picnic table covers, columns, and lattice work is strictly prohibited.**
- Personal BBQs are required to be checked in and approved.
- **Picnic Table Reservation Clean Up consists of:**
  - Removing all leftover food and supplies from the picnic table area and depositing trash in the trash containers

#### **F. NOISE RESTRICTIONS:**

Desert Shores is a neighborhood community with residences in close proximity to the DSCA Clubhouse. Noise disturbance is of the utmost concern to our residents. Cooperation and consideration from the reserving parties is not only requested but required.

- Live bands or disc jockeys are allowed only inside the Clubhouse except for DSCA events.
- NO OUTSIDE MUSIC OR SPEAKERS ARE ALLOWED except for DSCA events.
- All Clubhouse doors are to remain closed to contain noise and heating and cooling.

**VIOLATION OF THESE RESTRICTIONS MAY RESULT IN FORFEITURE OF DEPOSIT**

## V. LAKE POLICIES AND GUIDELINES

### A. GENERAL INFORMATION

The Board of Directors, with the assistance of any designated Committee(s), has the responsibility to preserve the wholesomeness and attractiveness of the lakes and the DSCA Recreational Facilities. Further, the Board has the authority to set fees and establish Policies and Guidelines governing use of the lakes that are reasonable and necessary to promote safe and optimum enjoyment of the Recreational Facilities for all residents.

The lakes are man-made bodies of water. The lakes must be carefully maintained to keep them in a healthful, attractive condition for the residents to enjoy. The lakes will be maintained by technicians experienced in the use of chemicals, which may be used to inhibit the accumulation of weeds, algae, animal wastes, and insect pests. When these control measures are undertaken, or if unforeseen problems beyond the control of the Board develop, it may be necessary to restrict or prohibit use of the lakes from time to time.

1. Throwing of trash, cigarette butts or any foreign objects into the lake water is prohibited. All refuse must be disposed of in proper containers.
2. The introduction of any fish, reptile, animal or other wildlife in the lakes is prohibited. Such action may result in DSCA losing its private fish permit.
3. Animals along the lake shore areas must be on a leash and their excrement picked up. No animal shall be carried, transported, left, or turned loose in or on the lakes. **Animals are prohibited from swimming in lakes. Failure to pick up after your pets is a misdemeanor under the Las Vegas Municipal Code, requiring a mandatory court appearance and penalties up to a \$1,000 fine and six months in jail.**
4. No wading, swimming or scuba gear is permitted in the lakes by any person or animal other than for rescue or maintenance purposes approved by Management.
5. No beach furniture is allowed on the lake fronts other than in designated areas.
6. Each resident must carry a photo ID membership card when using the lakes or facilities.

### B. WILDLIFE POLICY (added 10/1/17)

Wildlife is not unusual in Desert Shores and many consider the many breeds of waterfowl to be permanent or part-time residents of our community. Desert Shores Community, as recommended by the experts from both the U.S. Fish and Wildlife & Nevada Dept. of Wildlife, has taken a hands off approach to any wildlife and are in no way managed by the HOA. They are an important part of the community and to be enjoyed but please keep in mind the following rules and help communicate these rules to your guests.

Here is a partial list of Wildlife commonly seen in our community but the policy is not limited to this list but includes **ALL** wildlife including domesticated species that live in Desert Shores year round:

- Waterfowl: Ducks (Muscovy, Pekin, Mallard, Wood, etc.), Herons, Geese, Coots, etc.
- Turtles
- Fish
- Birds (pigeons, blackbirds, etc.)
- Coyotes
- Rabbits

1. **No Feeding** – this activity is prohibited at all times and is not allowed by any person(s) on any DSCA common area. Here are a few reasons why:
  - a. Nature provides everything a wild bird or animal needs to survive. In fact, feeding birds is very unhealthy for them and can directly lead to illness and injury.
  - b. Human or processed food is not bird/animal food. It actually provides poor nutrition that often leads to health problems and deformities.
  - c. “Angel wing” is a food-related deformity in waterfowl that is life-threatening.
  - d. **Feeding activity causes overcrowding as birds gather where “food” is easy to come by. This makes it easy for the birds to share illnesses, disease or parasites.**
  - e. Impedes migration – sometimes wild birds become so dependent on humans in a particular spot that they no longer migrate.
  - f. Causes wild birds (and animals) to lose their fear of people and seek out populated areas, including near roadways and homes.
  - g. Can cause aggression, especially in ducks and geese as they vie for available food sources. This aggression may be directed toward people.
  - h. Attracts rodents.
  - i. Attracts predators that prey on the birds and rodents.
  - j. Impacts water quality.
  - k. Alters natural foraging behavior.
  - l. Causes dependence.
  
2. **No Handling** - handling of any wildlife (healthy or injured), including nests and eggs, is not allowed on any DSCA common area, except for the following personnel, and only in the case of an emergency or approved relocation:
  - a. Licensed veterinary personnel
  - b. Any governmental agency personnel
  - c. DSCA Staff or approved agent

**Note: any wildlife found dead, injured or seen in an area that may cause injury to the animal, should be reported immediately to the DSCA office. Only authorized personnel listed above are allowed to pick up or relocate any wildlife.**
  
3. **No Harboring** - Wildlife of any kind is not to be intentionally harbored on your property. Note: please don't disrupt any nest created on your property but if you wish to have it removed, please contact the DSCA office and we'll assist in relocation when allowed or report it to one of the Governmental agencies for relocation.

4. **Enforcement** - as listed in Section VI any violation of the above policies will result in an immediate hearing notice issued and if the Board/Committee concludes that an owner has violated any rule, then a fine or suspension of privileges may be imposed.

### C. PRIVATE BOATS

**ALL BOATS ARE TO BE REGISTERED WITH THE ASSOCIATION  
(Form available in the Association office.)**

In the interest of safety and fun for everyone, various boating policies are necessary and are established by the Board of Directors. Boating will be limited to single-hull sailboats, rowboats, paddle boats, electric boats, and pontoon (patio) boats, hereinafter cumulatively referred to as “boat(s).” Boat size is limited to 8 feet minimum length. Maximum allowable overall length is 14 feet for sailboats and 18 feet for all other boats. The Board may permit larger boats of varying types on the lake for special events. The Board of Directors reserve the right to restrict the number of boats permitted on the lakes to 15 per acre if deemed necessary on high usage days.

**Paddle Boards, Boogie Boards, and Surf Boards  
ARE NOT permitted on the lakes.**

1. Boats **cannot be anchored** to the lake bottom.
2. Electric boats must have horsepower capacity low enough to maintain a **wake less** speed of only five miles per hour.
3. Rubber boats will be permitted only if they comply with U.S. Coast Guard Safety Standards. Maximum Capacity of 3 persons or 450 lbs. Maximum motor rating – 2 H.P.
4. There will be no commercial advertising permitted on any vessel, around the lake, or in the beach facility. (This applies to any such advertising on the vessel itself.)
5. Mooring of boats is limited to designated docking areas.
  - a. Overnight mooring of boats is prohibited except at private docks.
  - b. Abandoned boats will be impounded.
  - c. Boats cannot be left unattended except when moored.
6. Boating is restricted to residents and their guests. Individuals under the age of sixteen (16) must be accompanied by a parent or guardian eighteen (18) years or older while on or near the lake at all times.
7. Wind surfers and similar craft are prohibited.
8. Beaching of boats is not permitted.
9. Launching and removal of boats is permitted only at Lake End docks and boat ramps and private boat docks.

10. No boat racing unless sanctioned by Desert Shores.
11. Desert Shores boat storage is limited to facility boats only.
12. Each boat dock owner must maintain proper insurance coverage as outlined in Article 12, Section 12.02 in the CC&R's.
13. The foregoing restrictions are inapplicable to equipment or facilities owned and operated by Desert Shores and specifically exempt maintenance boats.
14. Boats may be moved by Desert Shores with or without the consent of the owner if such boats are maintained in any area contrary to these guidelines or if the boat prevents proper utilization of the facility, or presents a potential hazard to Desert Shores property. The owner of the craft shall be responsible for any costs incurred.
15. Life preservers are required for each boat passenger.
16. All boating regulations must conform to the laws of the State of Nevada.
17. The Association is not responsible for damage to boats.
18. Use of private boats shall be allowed on all lakes until 10:30pm provided that said boats meet Nevada Wildlife Department night lighting requirements.

#### **D. PRIVATE BOAT INSURANCE REQUIREMENTS**

- a. Boat Liability Coverage – Personal watercraft such as those used on Desert Shores lakes are usually covered under homeowners' insurance policies. In order to obtain a use permit, DSCA boat owners must show proof of Homeowners' Insurance coverage, designated limits of not less than \$100,000 bodily injury liability and property damage coverage.
- b. Current Registration Sticker – Private boats must be registered with the Association office and display a DSCA registration sticker. One-Time sticker fees are \$15.00 per boat. Insurance coverage and proof of same must be kept current and on file with the Association.

#### **E. FISHING POLICIES**

1. The lakes are privately owned and stocked by DSCA. Fishing is permitted only in accordance with the Policies & Guidelines of DSCA and the State of Nevada. Fishermen **MUST** have DSCA Membership Card with them at all times. **NO MEMBERSHIP CARD = NO FISHING.**
2. Desert Shores has adopted a **Catch and Release Policy**.
3. Fishing is permitted with no more than one (1) pole per person. **All violators will be asked to leave.**
  - a. The line shall be attended at all times.
  - b. Throw lines unattended are prohibited.

4. The use of gigs, spears, explosives, firearms, air rifles, nets, traps or bow and arrows is prohibited. Netting or trapping of fish is prohibited.
5. Return all fish to the lake immediately. If the fish swallowed the hook, do not attempt to remove the hook. If hooked other than in the lip, cut the line and the fish will absorb the hook.

*Desert Shores stocks the following:*

Bass	Fathead Minnows	Black Crappie
Gambusia	Bluegill	Goldfish
Channel Catfish	Red Ear Sunfish	White Amur

6. Only DSCA staff or specific designated personnel will be allowed to introduce any fish or wildlife of any kind into the waters of the lakes.
7. In order to protect the natural ecological balance of the lakes, the only types of bait permitted are: red worms, night crawlers, meal worms, terrestrial insects (grasshoppers, crickets, etc), salmon eggs (fish roe), marshmallows, and catfish stink bait. **The use of fresh water bait is prohibited (in order to prevent the accidental introduction of invasive species).**
8. Trash, rubbish, or other debris must be placed in proper containers around the lakes and not left on the lake edges. Violators will be subject to a fine in the amount of \$40.00.
9. Non-residents, other than residents' guests, are prohibited from fishing. Guests must be accompanied by a resident, **and resident must have proper ID.** Each household is allowed four (4) guests to fish on DSCA lakes each day. Offenders are subject to trespassing laws.
10. Fishing is allowed on an Honor System basis. No Nevada state license is required. DSCA Membership Cards must be carried by residents.
11. Residents are allowed to fish in all lakes within Desert Shores.
12. Fishing hours are year round from 30 minutes before dawn until 30 minutes past dusk.
13. Keep radio/stereo at a moderate level.
14. Only Lead Free Sinkers are to be used.
15. All fishing is confined to the common lake ends, unless you own a private dock. Members and their guests may fish from boats. **If fishing from a boat you MUST maintain 20 feet from the shoreline or private docks.** Fishing is not permitted beyond the wrought iron fence at the lake ends. **NO FISHING** at the Clubhouse Facilities, from the Breakwater Bridge, or Lakeside Center.

**MANAGEMENT RESERVES THE RIGHT TO  
SUSPEND FISHING PRIVILEGES IF GUIDELINES ARE NOT FOLLOWED.**

**VI. FINE POLICY AND PROCEDURE**

The Board of Directors for the Desert Shores Community Association (the “Master Association”) hereby adopts the following Fine Policy and Procedure for implementation within the Master Association, with the capitalized terms having the same meaning as those terms are defined in the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Desert shores (“the Master Declaration”):

1. Consistent with the Master Association’s Master Declaration, Bylaws, Articles and any rules and regulations adopted by the Board, which may be amended from time to time (collectively the “Governing Documents”), and applicable Nevada law, the Owner is responsible for the actions and conduct of any occupants of his or her Lot or Condominium including, but not limited to, family members, guests or invitees.
2. Upon receipt of a written complaint from an Owner or occupant or the observation by a member of the Board of Directors or management regarding a potential violation of the Governing Documents, the Master Association’s General Manager or other authorized agent of the Master Association, acting on behalf of the Board of Directors, shall issue a notice to the Owner of the alleged violation. The notice shall be in writing, and must be signed by a representative of the Board, the General Manager, legal counsel, or some other authorized agent of the Master Association. A copy of the notice may also be mailed to the occupant of the Lot or Condominium.
3. If the alleged violation is not remedied within the time period set forth in the initial notice, the Board of Directors, or any person designated by the Board to act on its behalf, may serve a “Notice of Violation” against the Owner for an alleged violation of any provision of the Governing Documents by the Owners, his family, tenants or guests. A copy of the Notice of Violation may also be mailed to the occupant of the Lot or Condominium. The Notice of Violation must contain: (i) the description of the violation, (ii) the approximate time and place at which the violation was observed, (iii) the amount of the fine that may be paid by the Owner for the Violation, and (iv) the name of the person issuing the Notice of Violation, and (v) a statement advising the Owner of the date, time and location of a hearing scheduled with the Board of Directors.
4. If the nature of the alleged violation is such that, in the sole discretion of the Board of Directors, it poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the Owners or occupants of the Master Association, then the Master Association may immediately send a Notice of Violation, as set forth in Section 3 above, without first sending the written notice required by Section 2. A copy of the Notice of Violation may also be mailed to the occupant of the Lot or Condominium.
5. Any hearing which discusses a violation of the Governing Documents including, without limitation, the failure to pay an Assessment, shall be conducted in an executive session of the



Board of Directors, unless the person who may be sanctioned for the alleged violation requests in writing that the hearing be conducted by the Board of Directors at an open meeting of the Board. If the Board of Directors concludes, after notice and a hearing, that an Owner has violated a provision of the Governing Documents, then the Board may impose one or all of the following sanctions:

- a. Fines imposed consistent with NRS 116 and the rules and regulations, if any, adopted by the Board;
  - b. Suspension of any right to use the Common Areas during the term of the violation;
  - c. Suspension of the right of the Owner to vote on any matters affecting the Master Association;
  - d. A declaration that the Owner is not in good standing;
  - e. Seek declaratory and injunctive relief against the Owner or occupant of the Lot or Condominium;
  - f. Special Assessments for the actual cost of any Common Expenses, including attorneys' fees, due to the misconduct of the Owner or occupant, which were incurred to bring the Lot or Condominium into compliance with the Governing Documents; and
  - g. Any other legal or equitable remedies available to the Master Association for said violations.
6. Within two (2) weeks after the hearing, the Board of Directors shall issue a letter to the Owner outlining the hearing results, including any penalties imposed by the Board.
  7. Any fines imposed by the Master Association, for a violation of the Governing Documents that does not pose an imminent threat of causing a substantial adverse effect to the health, safety or welfare of the Owners and Occupants of the Master Association, may not exceed \$100 for each violation or a total of \$1,000, whichever is less.
  8. Any fines imposed by the Master Association, for a violation of the Governing Documents that poses an imminent threat of causing a substantial adverse effect to the health, safety or welfare of the Owners and Occupants of the Master Association, must be commensurate with the severity of the violation as shall be determined by the Board in accordance with the Governing Documents, but is otherwise not subject to the limitation on the amount set forth in Section 7 above.
  9. A fine may not be imposed unless: (a) not less than 30 days before the violation the person against whom the fine will be imposed had been provided with a written notice of the applicable provisions of the Governing Documents that form the basis of the violation; and (b) within a reasonable time after discovery of the violation the person against whom the fine may be imposed has been provided with: (1) written notice consistent with Section 3 above, and (2) a reasonable opportunity to contest the violation at the hearing.
  10. If a fine is imposed pursuant to Sections 7 or 8 above and the violation is not cured within fourteen (14) days, or within any longer period that may be established by the Board of Directors, the violation shall be deemed a continuing violation. Thereafter, the Board may impose an additional fine for the violation for each seven (7) day period or portion thereof if the violation is not cured. Any additional fine may be imposed without notice and an opportunity to be heard.

11. Any fine which is not paid within thirty (30) days of notice of the fine shall be considered past due. Any past due fine bear's interest at the rate of twelve percent (12%) per annum.
12. If any fine is not paid within thirty (30) days of notice of the fine, then the Master Association may also record a lien against the Lot or Condominium.
13. If the violation giving rise to the fines is of such a nature as to pose an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the Owners and Occupants in the Master Association, then in addition to recording a lien against the Lot or Condominium, the Master Association may initiate foreclosure proceedings against the Lot or Condominium.
14. The Board may appoint a committee, of not less than three (3) members, to conduct hearings on violations and to impose fines and other sanctions pursuant to this policy. If the hearing is held before a hearing officer or a committee appointed by the Board of Directors, then the Committee or hearing officer conducting the hearing must, within ten (10) days after the conclusion of the hearing, make a written recommendation to the Board of Directors on what action the Board should take in the violation. Upon receipt of the recommendation from the Committee, the Board must act upon the recommendation.
15. The remedies and penalties set forth herein are cumulative in nature and do not prevent the Master Association from taking all necessary legal action to enforce any violations of the Master Association's Governing Documents by declaratory and injunctive relief.

## VII. SIGNAGE

1. "For Sale/Lease" signs are allowed, if they meet the following requirements: (revised July 23, 2014)
  - Only one (1) "For Sale/Lease" sign is allowed in each front yard.
  - All signs must be professionally prepared **i.e. Realtors may use their own signs.** "For Sale/Lease" signs are not to exceed customary dimensions, with a maximum allowable size of 36" x 36".
  - Signs must not be allowed to deteriorate to an unsafe or unattractive condition.
  - **Signs shall be displayed only on the lot listed for sale or lease and may not be displayed in any neighboring lots or sidewalks.**
  - **Signs must be anchored with sand bags, etc. so that they do not blow away.**
  - No signs may be placed on Lake Ends.
  - **Four (4) "Open House" signs may be used as follows: one (1) may be displayed on the lot, and three (3) additional signs may be used in the common areas. Any more than four (4) signs will be removed by the DSCA Courtesy Patrol or Staff.**
  - Property owners are responsible for the actions of their real estate agents with regard to marketing a property in DSCA.
2. One "Neighborhood Watch" and/or "Security" sign is allowed per residence.

3. “Garage/Yard Sale” and any other types of signage are prohibited except **on or preceding the day of the sale and must be purchased at the DSCA office. Others will be removed.**
4. All other sign requests must be submitted to the Community Relations Committee for review and approval prior to placement on any DSCA community property.
5. Election Signage: **NRS 116.325 Rights of unit’s owners to exhibit political signs in certain areas; conditions and limitations on exercise of right.**
  - A. The executive board shall not and the governing documents must not prohibit a unit’s owner or an occupant of a unit from exhibiting *one or more political signs* within such physical portion of the common-interest community as that owner or occupant has a right to occupy and use exclusively, *subject to the following conditions:*
    - a. *All political signs exhibited must not be larger than 24 inches by 36 inches.*
    - b. *If the unit is occupied by a tenant, the unit’s owner may not exhibit any political sign unless the tenant consents, in writing, to the exhibition of the political sign.*
    - c. *All political signs exhibited are subject to any applicable provisions of law governing the post of political signs.*
    - d. *A unit’s owner or an occupant of a unit may exhibit as many political signs as desired, but may not exhibit more than one political sign for each candidate, political party or ballot question.*
  - B. The provisions of this section establish the minimum rights of a unit’s owner or an occupant of a unit to exhibit political *signs*. The provisions of this section do not preempt any provisions of the governing document that provide greater rights and do not require the governing documents or the executive board to impose any restrictions on the exhibition of political signs other than those established by other provisions of law.
  - C. As used in this section, “political sign” means a sign that expresses support for or opposition to a candidate, political party or ballot question *in any federal, state or local election or any election of an association.* (Added to NRS by 2005, 2585; A 2009, 2896)
6. Prohibited signage displayed on Association common grounds will be confiscated by Management or the Board. Confiscated signs may be recovered at the Association office during regular business hours. Signs left over 15 days will be disposed of by the Association.

## VIII. PARKING POLICIES

The following Policies & Guidelines are in accordance with the City of Las Vegas Parking Regulations:

1. Vehicles cannot block any development entry, resident driveway, sidewalk, or the shared mailbox(s).
2. Vehicles cannot obstruct the right of way of any corner or create any hazardous condition such as blind spots.
3. Vehicles must be parked parallel to the curb and may not be parked perpendicular to the curb in any cul-de-sac.

4. Recreational vehicles cannot be parked on the property (or in front of the home) for more than 24 hours.

**VIOLATORS OF THESE REGULATIONS ARE  
SUBJECT TO FINES AND/OR TOWING BY THE CITY OF LAS VEGAS.**

In addition to the above City regulations, the Covenants, Conditions & Restrictions (CC&R's) of DSCA provide for the following:

1. Extensive repair of vehicles on any property is not permissible, unless wholly within the resident's garage.
2. Commercial vehicles may not be parked on any property, unless used for the temporary maintenance or repair of the residence.
3. Inoperable vehicles may not be stored on any property within DSCA.
4. Recreational vehicles, including but not limited to off road vehicles, campers, trailers, boats, jet skis, etc. may not be parked or stored within the DSCA property unless parked within the owner's lot and properly screened from view from the street. Such vehicles must not be seen more than three (3) feet over the height of the surrounding property fence. (Refer to the Architectural Guidelines for more information.)

Note: DSCA allows a time period of 24 hours for the immediate loading and unloading of supplies into recreational vehicles.

**VIOLATORS OF THESE DSCA POLICIES ARE SUBJECT TO  
SPECIAL ASSESSMENTS IN ACCORDANCE WITH THE  
GOVERNING COVENANT, CONDITIONS & RESTRICTIONS (CC&R's).**

### IX. NUISANCES / TRASH

1. Nuisances – no rubbish, debris, or unsightly material may be kept, stored or allowed to accumulate on any property.
2. Trash/Recycling Containers – all trash/recycling containers shall be stored completely out of view from the street except on normal trash/recycling days. Containers may be placed at the curb twelve (12) hours prior to pickup and shall be removed within twelve (12) hours following pickup. Care should be given to secure refuse/recycling materials to adequately address windy conditions.
3. Aerial Drone operation of any type is not allowed from any common area property owned and/or maintained within the desert Shores community.

## X. TENANT REGISTRATION PROCEDURE

All tenant(s) are required to be registered with the Association if they would like to use the facilities or participate in any Association activities.

Registration is accomplished by the submittal of an **Assignment of Membership Privilege Form** by the owner and the completion of the **Membership Registration Form** by the tenant. Privileges cannot be shared between the legal owner and the tenant(s) of the property.

For example: If facility privileges are authorized for the tenant(s), the owner will not have the use of any recreational facilities. If facility privileges are not authorized by the owner, the tenants will not be permitted to use the recreational facilities. *The legal owner or property management company is required to notify the Association of any changes regarding the property.*

### To be in compliance with the DSCA Rules and Regulations:

1. If a property management company is handling the property for the legal owner(s), they must have a signed property agreement allowing them to sign contracts for the owner and provide a copy to DSCA.
2. To register the tenant(s), an **Assignment of Membership Privileges** form must be completed by the legal owner or property manager (if authorized to sign for the owner).
3. All previously issued Photo ID Membership Cards must be returned to the DSCA office.
4. Once the **Assignment of Membership Privileges Form** has been returned to DSCA, the tenant(s) may come into the Association Office to receive Photo ID Membership Cards. A copy of the Lease/Residential Rental Agreement must be provided and will be kept on file. The copy can be provided by the homeowner, the management company, or the tenant(s).
5. When the tenant(s) of the property change, a new **Assignment of Membership Privileges** form must be completed by the legal owner or property manager (if authorized to sign for the owner).

Photo ID Membership Cards are issued during regular business hours:

Monday thru Friday ~ 8:00 AM to 5:00 PM

Closed for Lunch ~ 12:00 Noon to 1:00 PM

Telephone: 702-254-1020