

TERMS OF USE

These Terms of Use ("Terms of Use") govern your access to and use of The Siena Community Association ("Association") website (the "Site"). Read them carefully. The Terms of Use may change from time to time. Each time you use the Site, you agree to comply by each of the terms, as amended. If you disagree with any of these Terms of Use, do not access or otherwise use this Site or any information or materials contained on the Site. Your violation of any of the Terms of Use may result in, among other things, the suspension, termination, or deactivation of your registration or account.

Privacy Policy

Your use of the Site is also governed by the Privacy Policy, which is available at and incorporated by reference into these Terms of Use. Please read the Privacy Policy for more information on how user information is collected and used.

Limited Access

This Site is for the use of the community, of the Association, and is owned by the Association. In order to use this Site, you must be a member or resident of the Association and you must be registered to use the Site. To register you must: (a) provide complete, true and current information about yourself and other household members and (b) promptly update the information. Access may be suspended or terminated if there is any reason to believe that you have provided information that is incomplete, untrue, or out of date. Your authorization to use the Site automatically terminates when you are no longer a member of the Association and in such event you agree to no longer use the Site.

To use the Site you must register using a personal email address and create a password. You agree not to permit others to access your account or use your password. You are responsible for keeping your password and registration information private and confidential. You may not use the password of another user. You are responsible for all activities that occur under your password. You agree to notify the Association or its provider if the password is lost, stolen, disclosed to an unauthorized third party, or is otherwise compromised.

Users are responsible to purchase and maintain any equipment, software and/or access to the Internet which they may need to use the Site. Users are also responsible for protecting their equipment and their information from computer viruses, malignant software or other risks associated with use of the Internet.

Parental Permission

The Site is not directed at children and is not intended for use by children. Users under the age of 18 must obtain the consent of a parent or guardian prior to using the Site or to create an account and access password protected areas of the Site. You agree to abide by any such restrictions, and not to help anyone violate these restrictions. A copy of the form can be obtained by calling (702) 258-2500. Once signed, the Parental Consent shall signify your consent that your children may use the Site and the Service. You further acknowledge that children who register as users of the Site and Service or who use your account to access the Site and/or Service may from time to time be required to provide personal information in connection with using the Site, and you consent to the requesting and the using of such personal information from your child or children as set forth in the Privacy

Policy. If at any time you wish to withdraw such consent, please notify us at. Neither the Association nor its provider warrants or represents that content available on the Site is suitable for children under 18 and, therefore, you should monitor your child's use of the Site.

Consequences of Unauthorized or Improper Use

If there is any reason to believe that unauthorized or improper use is being made of the Site, appropriate action may be taken, including blocking messages from a particular Internet domain, mail server or IP address and removal, deletion or inhibited delivery of offending messages.

Unauthorized use of the Site in connection with the transmission of electronic communications, including the transmission of e-mail in violation of these Terms of Use, may result in civil and criminal penalties against the sender and those assisting the sender, such as those provided in the federal Computer Fraud and Abuse Act (18 U.S.C. §1030, et seq.); the federal Wiretap Act (18 U.S.C. § 2510-2520); the federal Stored Communication Act (18 U.S.C. § 2701-2710); and other state and federal laws.

Member Conduct

You agree not to use the Site to:

1. Upload, post, e-mail or otherwise transmit any content that is unlawful, harmful, threatening, intimidating, abusive, harassing, tortuous, defamatory, derogatory, vulgar, obscene, libelous, invasive of another's privacy, disrespectful, hateful, or racially, ethnically or otherwise objectionable;
2. Upload, post, e-mail or otherwise transmit any content that is harmful or objectionable to minors in any way;
3. Impersonate any person or entity, including, but not limited to, the Association, its provider, the Developer, an official, forum leader, Community Administrator, guide or host, or falsely state or otherwise misrepresent their affiliation with a person or entity;
4. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Site;
5. Upload, post, e-mail or otherwise transmit any content that the Association or its provider does not have the right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
6. Upload, post, e-mail or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
7. Upload, post, e-mail or otherwise transmit any material that contains software viruses or worms or any other computer code, files or programs designed to disable, interrupt, destroy, redirect, monitor another user's usage, limit or otherwise inhibit the functionality of any computer software or hardware or telecommunications equipment;
8. Disrupt the normal flow of dialogue or display of information, cause a screen to "scroll" faster than other users of the Site are able to type, or otherwise act in a

manner that negatively affects other users' ability to engage in real time exchanges.

9. Harvest screen names for any purpose.
10. Disparage the products or services of any company or individual.
11. Use racially or ethnically offensive language; discuss or incite illegal activity; use explicit/obscene language or solicit/post sexually explicit images.
12. Interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site.
13. Intentionally or unintentionally violate any applicable local, state, national or international law or regulation, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law.
14. "Stalk" or otherwise harass another individual.
15. Collect, display or store personal data about other users, without such user's prior written consent.
16. Upload, post, e-mail, distribute, deliver or otherwise transmit any bulk or unsolicited or unauthorized commercial e-mail, advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.
17. Harvest, mine or collect e-mail addresses or other information from or through the Site or use the Site to collect or compile any information about users of the Site, including but not limited to subscriber e-mail addresses, provided that other users may have access to information about you as noted in these Terms of Use and in the Privacy Policy.
18. Use the Site in a manner that could damage, disable, overburden or impair any aspect of the Site, or that could interfere with any other party's use and enjoyment of the Site.

Any e-mail sent by you, or caused to be sent by you, to or through the Site may not:

- use or contain invalid or forged headers;
- use or contain invalid or non-existent domain names;
- employ any technique to otherwise misrepresent, hide or obscure any information in identifying the point of origin or the transmission path;
- use other means of deceptive addressing or routing;
- use a third party's internet domain name, or be relayed from or through a third party's equipment, without permission of the third party;
- contain false or misleading information in the subject line or otherwise contain false or misleading content.

Indemnity

You agree to defend, indemnify and hold harmless the Association, its officers, directors, managing agents, representatives, its provider, and their respective licensors,

representatives, officers, directors, and employees from all liabilities, claims, costs, and expenses, including attorneys fees, that arise from or relate to your use of the Site, your posting, downloading or transmission of all communications or material on this Site or from your violation of applicable law or the Terms of Use.

Interactive Forums and Groups

An "interactive forum" means any group, club, message board, chat room, or similar interactive service appearing on the Site. You must register and comply with instructions that you will find on the Site in order to contribute to any interactive forum.

You may not post on any interactive forum any material that would violate the Terms of Use including without limitation material that is libelous, defamatory, obscene, abusive, invades a person's privacy, violates any intellectual property rights, or that would otherwise violate any law or be objectionable to a reasonable person. You may not use any forum in a commercial manner. You may not post material known or reasonably suspected to be false. You may not post or transmit any information, software or other material that contains a virus or other harmful component.

No Assurances or Responsibility for Posted Information

Neither the Association nor its provider makes any assurances that the information contained in the Site is accurate or current and neither the Association nor its provider has any intention of updating, and specifically disclaims any duty to update, any information in Site. Any reliance you decide to ascribe to such information as at your sole risk.

Neither the Association nor its provider nor the Developer shall be responsible for material appearing in any interactive forum on the Site, except for material signed by an identified representative of the Association, or an authorized representative thereof acting within the scope of their responsibilities. Neither the Association nor its provider nor the Developer shall be responsible for screening material posted by users for libel, obscenity, invasion of privacy, copyright or trademark infringement, accuracy, or for any other reason. The Association and its provider, however, retain the right to modify or remove messages or other material that may be considered infringing, offensive, abusive, derogatory, intimidating, disrespectful, false and misleading, defamatory, obscene, or otherwise unacceptable. The Association and its provider also reserve the right to edit materials, photos, posting or other content for any other reason. Whether or not modified or removed, users remain solely responsible for the content of their messages or postings. By posting on the Site, you grant (or warrant that the owner of such rights has expressly granted) the Association and its provider a perpetual, nonexclusive, world-wide, royalty free license to use and display your content, questions, comments, and postings, in their original or edited form, in articles, commentaries, or in any other medium now known or later developed. You also warrant that any "moral rights" in posted materials have been waived. You acknowledge that neither you nor anyone else is entitled to any compensation for such use or display.

Right to Alter or Discontinue

This Site, any of its features, and any services available through the Site may be terminated, modified, or discontinued at any time without any liability or obligation on the part of the Association or its provider.

Use of Copyrighted Materials/Trademarks

Materials on the Site, including without limitation any documentation, content, text, data,

graphics, images, video and audio clips, interfaces or other materials, information or works of authorship (collectively the "Materials") are copyrighted materials owned by or licensed to the Association or the Developer. All rights are reserved. The Materials contain trademarks, service marks and trade names which are owned by Association or Developer and its affiliates, and may also contain brand and product names which are trademarks, service marks or trade names of third parties which are owned by their respective owners. You may not modify copy, publish, display, transmit adapt or otherwise exploit the Materials; except, you are authorized to view, download, cache, copy and print the Materials solely for your personal, non-commercial use and not for resale or further distribution, subject to the following conditions:

- Any copy of the Materials or portion thereof must include all copyright notices appearing on the original.
- Association reserves the right to revoke such authorization at any time, and any such use by you shall be discontinued immediately upon notice from Association.

Nothing contained in the Site shall be construed as conferring any license or right under any copyright, trade secret, patent, trademark or other intellectual property rights ("IP Rights") of Association, its affiliates, or any third party, and, except as expressly provided herein, all such IP Rights in the Materials on the Site are expressly reserved to Association, its affiliates, and/or any third party, as applicable.

Hyperlinks to this Site

You are granted a limited, nonexclusive right to create a "hypertext" link to the Site provided that such link is to the entry or home page of this Site and does not portray the Community or the Association or the Developer or any of its products or services in a false, misleading, derogatory, or otherwise defamatory manner. This limited right may be revoked at any time for any reason whatsoever. You may not use, frame, or utilize framing techniques to enclose any trademark, logo or trade name or other proprietary information including the Materials found at or on the Site, the content of any text or the layout/design of any page of the Site or any form contained on a page of the Site without the express written consent of the owner thereof in each instance. In addition, you may not use any meta-tags or any other "hidden text" utilizing an Association or Association affiliate name, trademark, or product name without Association's express written consent in each instance.

Links to Third Party Websites

The Site may be linked to other websites on the World Wide Web or Internet that are not affiliated with, under the control of, or otherwise maintained by the Association or the Developer. If you use these links, you may leave the Site. Neither the Association nor the Developer has reviewed any of these third party sites and does not control and is not responsible for any of these sites or their content. Neither the Association nor the Developer endorses or makes any representations about third party sites or any information, software or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third party sites linked to the Site, you do so entirely at your own risk.

DISCLAIMER OF WARRANTIES

Neither the Association nor the Developer makes any, and hereby disclaims all, warranties, express, implied and statutory, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, non-infringement of third party rights, compliance with Federal, State and local regulations, the accuracy, timeliness, relevance, reliability or completeness of the Site or the Materials or any other warranties regarding the Site, Materials or the quality, suitability, truth, accuracy, timeliness, relevance and

completeness of any content or other Materials contained on the Site. You acknowledge and agree that there is no assurance that access to the Site will be uninterrupted, or error-free. The Site is made available "AS IS" and "WITH ALL FAULTS" and for personal use only.

Homes within this Association are constructed and sold by parties not affiliated with Developer or Association. Neither Developer or Association nor any of its affiliates warrant or guarantee the obligations, construction, or pricing of builders who may build and sell homes in this Association. Future development of any community being developed by Developer or any of its affiliates may or may not occur as shown on illustrations, depictions or maps.

LIMITATION OF LIABILITY

Neither the Association nor its provider, nor the Developer shall be liable to you or any third party claiming through you for any damages in connection with your use of the Site, your inability to use the Site or any content appearing on the Site. In no event will the Association, its provider or the Developer be liable to you or any third party claiming through you for any indirect, consequential, exemplary, punitive, special or incidental damages, including without limitation, damages arising from claims related to personal injury or death, loss of data, lost revenue, lost profits, loss of use or other economic advantage, change in applicable government regulations, regardless of the form of the action and regardless of whether any one has been advised of the possibility of such damages. Notwithstanding the foregoing limitations, in no event will the total, cumulative liability for damages which you are allowed to recover in connection with the Site exceed one hundred dollars (\$100.00). Certain jurisdictions might not allow limitations on implied warranties, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions, or limitations, may not apply to you, and you may have additional rights to those contained herein.

Monitoring

Neither the Association nor its provider has any obligation to monitor the Site or your activities on the Site. However, the Association and its provider shall have the right to monitor the Site electronically from time to time and to disclose any information, including your personal information, as necessary or appropriate to satisfy any law, regulation or other governmental request, or to protect itself or users. The Association and/or its provider have the right to report to law enforcement authorities any actions that may be considered illegal, as well as any reports it receives of such conduct and to cooperate fully with law enforcement agencies in any investigation of alleged illegal activity on the Internet.

Equal Opportunity

Association is pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. Association encourages and supports an affirmative advertising and marketing program in which there are not barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, or national origin.

General Provisions

Enforcement of these Terms of Use will be governed by Nevada law, excluding its conflict and choice of law principles. The exclusive jurisdiction and venue for any claims arising out of or related to these Terms of Use or your use of the Site will lie in the state or federal courts located in Clark County, Nevada, and you irrevocably agree to submit to the

jurisdiction of such courts. The failure of the Association to enforce any right or provision in these Terms of Use will not constitute a waiver of such right or provision unless acknowledged and agreed to by Association in writing. In the event that a court of competent jurisdiction finds any provision of these Terms of Use to be illegal, invalid or unenforceable, the remaining portions will remain in full force and effect.

Contact Us

If you have any questions regarding the Site, please contact the Association by sending an email to jmartin@ccmcnet.com.