

# **Fleur de Lis Homeowners Association OMNIBUS RULES AND REGULATIONS**

Fleur de Lis properties and facilities are for the exclusive use and enjoyment of Fleur de Lis Residents. It is the purpose of the Association to maintain the Fleur de Lis community in the best possible condition. Therefore, we ask for cooperation and assistance by observing the following Rules and Regulations.

These Rules and Regulations are not intended to supersede the CC&Rs, Bylaws or any other local, state, or federal laws. These Rules and Regulations apply to the use of Fleur de Lis facilities and may be modified or changed at any time. The Board encourages all Unit Owners and Residents to refer to the CC&Rs and Bylaws for all information regarding the development, administration, maintenance, and preservation of our unique community.

<b>CONTENTS</b>	
<b>DESCRIPTION</b>	<b>PAGE</b>
<b>Section I - Definitions</b>	<b>2</b>
<b>Section II - Unit Owners' Responsibilities</b>	<b>2</b>
<b>Section III - Clubhouse Rules</b>	<b>3</b>
<b>Section IV - Fitness Center Rules</b>	<b>5</b>
<b>Section V - Pool Area Rules</b>	<b>5</b>
<b>Section VI - Walking Paths, Ponds and Association Common Areas</b>	<b>8</b>
<b>Section VII - Animal Rules</b>	<b>8</b>
<b>Section VIII - Parking and Garage Rules</b>	<b>9</b>

<b>Section IX - Nuisance Rules</b>	<b>14</b>
<b>Section X - Architectural Review</b>	<b>15</b>
<b>Section XI - Antennas and Satellite Dishes</b>	<b>15</b>
<b>Section XII - Solar Panels</b>	<b>17</b>
<b>Section XIII – General Exterior Maintenance Requirements and Restrictions</b>	<b>17</b>
<b>Section XIV – Front Entry Area Maintenance and Restrictions</b>	<b>22</b>
<b>Section XV – Rear Patio Area Maintenance and Restrictions</b>	<b>23</b>
<b>Section XVI – Balcony Maintenance and Restrictions</b>	<b>24</b>
<b>Section XIV – Miscellaneous</b>	<b>24</b>

**SECTION I - Definitions:**

1. **In General:** The terms used herein shall have the same meaning established in the Association’s CC&Rs, Articles of Incorporation, Bylaws, or otherwise established by law.
2. **Unit Owner:** Owner of record to any unit. [CC&R § 1.57].
3. **Resident:** Any Owner, tenant, or other person, who is physically residing in a Unit. [CC&R § 1.66].
4. **Guest:** A non-resident invited to the Association by a Resident.

**SECTION II – Unit Owners’ Responsibilities**

1. **Unit Owners Are Responsible for Actions of Tenants, Guests, and Residents:** Unit Owners are responsible for the actions of tenants, Guests, and Residents of their Units while such

persons are within the Association. The Board may hold Unit Owners and Residents responsible for any damages to the Units and/or Association Property. Any such damage assessments will be based on the cost of repairs or replacement and labor for actual cleaning and/or repair of facilities. Under the conditions of NRS 116.31031(2)(a)-(c), Unit Owners may be held responsible for any violations of the Association's governing documents by the Guests or Residents of the Owner's Unit. [NRS 116.3102, 116.31031, 116.31065; CC&R §§ 5.1, 5.2].

2. **Violations Must be Reported in Writing:** It is the right of each Resident to report, in writing, violations to the Board or to its appropriate Committee through the Association's contracted Management Company. [NRS 116.3102, 116.31065; CC&R §§ 5.1, 5.2].
3. **Offensive Conduct is Prohibited:** An Association manager, an agent or employee of the Association manager, a member of the executive board, an officer, employee or agent of an Association, a Unit's Owner or a Guest or tenant of a Unit's Owner shall not willfully and without legal authority threaten, harass or otherwise engage in a course of conduct against any other person who is the manager the Association or an agent or employee of that Association manager, a member of the executive board of the Association, an officer, employee or agent of the Association, another Unit's Owner in his or her Association or a Guest or tenant of a Unit's Owner in his or her Association which:
  - a) Causes harm or serious emotional distress, or the reasonable apprehension thereof, to that person; or
  - b) Creates a hostile environment for that person.

Should any of the above described individuals witness the conduct prohibited by this section, they should contact the Police and/or Association management.

[NRS 116.3102, 116.31065, 116.31184; CC&R §§ 5.1, 5.2].

4. **Residents are Responsible for Guests' Actions:** Residents are responsible for their Guests. Guests under the age of fourteen (14) must be accompanied by a resident while in common areas and facilities. Guests are not allowed to invite other guests. [NRS 116.3102, 116.31065; CC&R §§ 5.1, 5.2].

### **SECTION III - Clubhouse Rules**

1. **Appropriate Attire Must be Worn in Clubhouse:** Shirts and shoes are required at all times when in the Clubhouse. Bathing suits are allowed provided they are worn under appropriate cover ups. No wet bathing suits are allowed in the Clubhouse at any time. [NRS 116.3102, 116.31065; CC&R §§ 1.22, 2.1, 5.1, 5.2].

2. **Guests Must be Accompanied by a Resident:** All Guests must be accompanied by a Resident at all times while in the Clubhouse unless the Guest has been issued a guest card from the Association. [NRS 116.3102, 116.31065; CC&R §§ 1.22, 2.1, 5.1, 5.2].
3. **Disruptive Behavior is Prohibited:** Running, rough housing, intoxication, throwing of objects, or other disruptive behavior in the Clubhouse is strictly prohibited. [NRS 116.3102, 116.31065; CC&R §§ 1.22, 2.1, 5.1, 5.2].
4. **Residents' Guest Usage Is Limited to Ten Guests:** Residents are limited to ten (10) Guests in the Clubhouse at any one time on a per Unit basis (One (1) Unit = Ten (10) Total Guests). Residents who wish to bring more than ten (10) Guests must contact Management in order to reserve an appropriate room and/or obtain a waiver of the guest limit. Additional fees and/or deposits may apply depending on the nature of the event. Management may exercise reasonable discretion in issuing any waivers of fees, waivers of guest limits, or in requiring any deposits or fees under the Association Clubhouse Reservation Policy and Rules. [NRS 116.3102, 116.31065; CC&R §§ 1.22, 2.1, 5.1, 5.2].
5. **Association Activities & Events Have Priority:** Association sponsored activities and events have priority over any other use where a conflict may arise. [NRS 116.3102, 116.31065; CC&R §§ 1.22, 2.1, 5.1, 5.2].
6. **Kitchen Use Is at Discretion of Management:** Use of the kitchen facilities is at the discretion of Management or clubhouse staff and subject to the following:
  1. **Schedule:** Use of the kitchen for activities is permitted only for scheduled activities and events.
  2. **Residents Are Required to Clean the Kitchen After Their Scheduled Use:** Residents are required to clean all kitchen areas after usage.
    - a. Cleanup Fee – The Association may charge a Resident a reasonable fee to cover the costs of cleaning the kitchen if the Resident fails to appropriately clean the kitchen after his or hers scheduled use thereof.
    - b. The Association May Restrict Use of the Kitchen - In addition to imposing a fee for the costs of cleaning the kitchen, Residents may lose their right to use the kitchen for a period of one year or more and incur a fine if, after notice and a hearing, such persons are determined to have failed to properly cleanup the kitchen.

[NRS 116.3102, 116.31065; CC&R §§ 1.22, 2.1, 5.1, 5.2].

7. **Animals Are Prohibited in Clubhouse:** Animals are not allowed in the Clubhouse area at any time. Exceptions will be made for service and assistance animals when required. [NRS 116.3102, 116.31065, 426.097, 426.790; CC&R §§ 1.22, 2.1, 5.1, 5.2, 10.4].

## **SECTION IV - Fitness Center Rules**

1. **Fitness Center Usage Is for Residents and Guests:** The Fitness Center is available to all Residents and Guests provided they have registered with Fleur de Lis Management and signed a Liability Waiver. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2].
2. **The Fitness Center Is Open Twenty-Four Hours a Day:** Subject to exceptions that may be established by the Board, the Fitness Center is open (24) twenty-four hours a day, seven (7) days a week. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2].
3. **Children Under the Age of Fourteen (14) Are Prohibited from the Fitness Center:** Children under the age of fourteen (14) are not allowed in the Fitness Center. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2].
4. **Commercial Training Is Prohibited Within the Clubhouse:** No one may provide commercial training services within the Fitness Center, i.e. providing training services in exchange for payment or compensation of any kind. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2].
5. **Residents' Guest Usage Is Limited to Two Guests:** Only two (2) Guests per Unit may use the Fitness Center at any one time. Only overnight guests are permitted to use the Fitness Center. Prior to using the Fitness Center, all Guests must sign a Release and Waiver form available at the front desk. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2].
6. **Use of Facilities at Own Risk:** Use of the Fitness Center is at a Resident's/Guest's own risk. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2].

## **SECTION V - Pool Area Rules**

The pools and spas are for Residents' and Guests' pleasure and enjoyment. The use of the pools and spas is at the own risk of the users. There is **NO LIFEGUARD** on duty at any time. Swimming alone is not recommended. Fleur de Lis Homeowners Association is not liable for accidents or injuries sustained in or around the pool/spa areas. Residents and Guests must assist in keeping the pools and spas clean, safe and quiet by complying with the following rules:

1. **Pool Users Must Adhere to Health Department Rules:** Users must read and adhere to the Health Department Rules posted in the pool area regarding maximum capacity and safety procedures. [NRS 116.3102, 116.31065, 439.200, 444.070, NAC 444.278; 439.200; CC&R §§ 2.1, 5.1, 5.2].

2. **Disruptive Behavior Is Prohibited:** Running, rough housing, intoxication, throwing of objects (“playing catch”), or other disruptive behavior in pool area is strictly prohibited. Floating devices may only be used for their intended purpose. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.5].
3. **Splashing of Residents Is Not Permitted:** Residents shall not dive/jump or take any other action that splashes other Residents or Guests of the pool. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.5].
4. **Steps Must be Used to Enter and Exit the Pool and Spa:** Residents may only enter the Pool and Spa via the steps provided in those areas. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.5].
5. **Noise Levels Must be Minimal After Dark:** Residents and Guests shall keep noise levels to a minimum when using the pool/spa areas after dark. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.5].
6. **Sound Emitting or Audio Devices Are Prohibited:** Radios, cassette/CD players, and other like devices are prohibited unless used with earphones or headsets. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.5].
7. **Pool Users Must be Fourteen Years Old or Older:** Residents and Guests under age fourteen (14) must be accompanied by an adult Resident of at least eighteen (18) years of age at all times when inside the pool/spa area. [NRS 116.3102, 116.31065, 444.070; CC&R §§ 2.1, 5.1, 5.2].
8. **Infants and Small Children Are Strictly Prohibited from Spa Usage:** Children under the age of five (5) are not permitted to use the spa at any time. Such restriction shall be enforced regardless of whether the child or infant is accompanied by an adult Resident. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2].
9. **Appropriate Swim Diapers Required:** Children in diapers must wear diapers specifically designed to be worn in the water. [NRS 116.3102, 116.31065, 439.200; NAC 444.280; CC&R §§ 2.1, 5.1, 5.2].
10. **Appropriate Swimwear Required:** Appropriate swimwear such as swimsuits or swim trunks must be worn at all times when swimming in the pools or spas. The wearing of “street clothes” while swimming in the pools or spas is strictly prohibited. [NRS 116.3102, 116.31065, 439.200; NAC 444.280; CC&R §§ 2.1, 5.1, 5.2].
11. **Pool Gates Must Remain Closed:** For the safety of our community, pool gates must remain closed at all times. [NRS 116.3102, 116.31065, 444.070; NAC 444.136; CC&R §§ 2.1, 5.1, 5.2].

12. **Glass Objects, Alcohol, Smoking, and Animals Are Prohibited:**

1. No glass objects shall be brought into the pool area at any time. The costs associated removing broken glass from the pool and/or spa will be assessed against the responsible unit. The accepted/standard industry practice for removing broken glass from pool facilities includes: draining the pool and/or spa, sweeping the entire pool and/or spa to remove large pieces of glass, vacuuming the entire pool and/or spa to remove small splinters of glass, and then refilling the pool and/or spa with water. [NRS 116.3102, 116.31065; NAC 444.136; CC&R §§ 2.1, 5.1, 5.2].
2. No alcohol is allowed inside the fenced pool/spa area at any time. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2].
3. No smoking is allowed in the pool/spa area at any time. Barbeques nor Grilling is allowed in the pool/spa area. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2].
4. No animals are allowed within the pool area at any time. An exception may be made for service or assistance animals as requested. [NRS 116.3102, 116.31065, 439.200, 426.097, 426.790; NAC 444.280; CC&R §§ 2.1, 5.1, 5.2, 10.4].

13. **Pool Users Must Shower Before Swimming:** Residents and Guests must shower before entering the pools or spas. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2].

14. **Pool Hours are from 7:00 a.m. to 10:00 p.m.:** Subject to the Board's discretion, pool hours are from 7:00 a.m. to 10:00 p.m. during summer months and 7:00 a.m. to 9:00 p.m. during winter months. The pool/spa area will be cleaned during the hours of 7:00 a.m. to 11:00 a.m. It is possible that some areas may not be accessible during these times. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2].

15. **Residents' Guest Usage Is Limited to Two Non-Immediate Family Member Guests:** Facility usage by Guests is limited to two (2) non-immediate family member Guests per Unit. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2].

16. **No Guest Invitations:** Guests may not invite other Guests. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2].

17. **No Pool Reservations:** The pool/spa area may not be reserved. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2].

18. **The Association is Not Liable for Unattended Items:** The Association shall not be held responsible for any articles lost, damaged, or stolen in or around the pool/spa area. Each person is responsible for removing all of his or her personal belongings from the pool area when leaving. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2].

19. **Food is Restricted to Approved Areas:** No food is allowed inside the fenced pool/spa area except in the grass area as regulated by Washoe County Health Department. [NRS 116.3102, 116.31065, 439.200, 444.070; NAC 444.280, 444.288; CC&R §§ 2.1, 5.1, 5.2].

## **SECTION VI – Walking Paths, Ponds, and Association Common Areas**

1. **Recreational Wheeled Transportation Is Prohibited on Association Walking Paths:** Skateboards, bikes, scooters, or any other like kind recreational transportation shall be prohibited from Association walking paths and common areas. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2].
2. **Wheelchairs, Motorized Chairs, and Assistive Wheeled Transportation May be Used on Association Walking Paths and Common Areas:** Wheelchairs, motorized chairs, and assistive wheeled transportation necessary to accommodate a Resident's or Guest's needs may be used on Association walking paths and common areas. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2].
3. **Residents and Guests Are Prohibited from Entering or Tampering with Association Ponds and Decorative Water Features:** Residents and Guests may not enter, place items in, or otherwise tamper with Association ponds or decorative water features in any manner except in the case of an emergency to recover a person or personal belonging. Residents are prohibited from placing food in the ponds and decorative water features unless they seek and are provided specific feeding food from Association Management or staff. If reasonable, when a Resident needs to recover a personal belonging from an Association Pond or decorative water feature, it should first notify Association management. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2].

## **SECTION VII– Animal Rules**

1. **Residents Are Permitted to Maintain Two Animals Within a Unit:** An Owner or Resident will be permitted to keep in his or her unit a total not to exceed two (2) animals. Each animal in excess of the two (2) animal limit shall constitute a separate violation. Permissible animals include dogs, cats and /or caged animals or any combination thereof. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.4].
2. **Animal Owners Must Comply with Applicable Ordinances/Regulations:** Animal owners shall fully comply with all applicable City and/or County ordinances and rules regulating and/or pertaining to animals and the maintenance thereof while within the Owner's unit and/or on Association property. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.4; WCC 55.010-55.800].
3. **Association Shall be Able to Restrict Animals:** Residents may be prohibited or restricted from keeping household animals if the Association reasonably determines that the keeping of the household animals constitute a nuisance. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.4, 10.5].



4. **Owners Are Liable for Animal Actions:** Each person bringing or keeping any animal on the property shall be absolutely liable to other Owners, Residents and their respective families, Guests, and invitees for any damage to persons or property caused by said animal(s). [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.4, 10.5].
5. **Animal Owners Must Clean Up After Animals:** Each Owner or Resident shall have the sole duty and responsibility to immediately clean up after their animal(s) on any portion of the property or on a public street abutting or visible from the property. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.4, 10.5; WCC 55.130].
6. **Animals Must be Appropriately Restrained at All Times When Outside the Unit:** Household animals, including cats, must be kept on a physical leash or within a physical enclosure at all times when outside the Unit. Household animals are to be accompanied at all times when outside the Unit. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.4; WCC 55.100].
7. **No Unattended Animals on Balconies/Patios:** Household animals are not to be left unattended outside on balconies/patios. Doghouses are strictly prohibited on patios/balconies. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.4; WCC 55.100].
8. **No Food and/or Water Is to be Placed Outside of the Unit:** No food or water for any animal or wildlife is to be placed or stored outside the Unit. These areas include patio/balconies, courtyards, and common areas. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.4, 10.5].
9. **Residents Shall Make Remedial Efforts to Reduce Animal Behavior Causing Annoyance:** Residents must make every effort to keep animal(s) from causing any annoyance or discomfort to others and will immediately remedy any complaints made to the Board or Association Management. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.4, 10.5; WCC 55.120, 55.125].

## **SECTION VIII – Parking and Garage Rules**

1. **Vehicles Must be Registered with the Association:** All Resident's vehicles must be registered with Association Management to obtain Resident Parking Stickers. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 2.2, 5.1, 5.2, 10.18].
2. **Unlicensed Vehicles Prohibited:** The operation and/or use of unlicensed vehicles is prohibited on common areas and streets within the community. Unlicensed vehicles, include, but are not limited to, vehicles without a current state license plate, go-karts, UTV's, mini-bikes, aircraft, three and four wheeler/quads, dirt bikes, all-terrain vehicles, any vehicle the operation of which is prohibited on public streets, and any motorized vehicle of a nature similar to the those mentioned herein. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2]

3. **Unlicensed/Inoperable Vehicles May Only be Parked Within Enclosed Garages:** Vehicles which are not licensed and/or not in an operating condition shall not be parked or left on any part of the property with the exception that they may be stored within enclosed garages. The Board shall have the absolute authority to determine from time to time, after notice and a hearing in compliance with the Association's fine policy, whether a motor vehicle is operable and otherwise in compliance with the provisions of this section. Upon an adverse determination by the Board, the motor vehicle must be removed by the owner or otherwise brought into compliance with this section. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2]
4. **Use of Garage for Storage May Not Preclude the Parking of Vehicles Therein:** Garages shall not be used solely for the storage of items other than vehicles. Ordinary household goods may be stored in garages in addition to vehicles provided that the doors to garages shall be kept fully closed at all times except for reasonable periods during the removal or entry of vehicles or items therefrom or thereto and no vehicle may be parked outside of a garage because or as the result of any such storage. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.19]
5. **Garages May Not be Used as Dwellings:** Unit Owners are precluded from using garages as temporary or permanent dwellings. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.19].
6. **Animals May Not be Housed or Kept in Garages:** Animals may not be housed or kept in garages under any circumstances. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.19].
7. **No Fixture or Equipment May be Installed in Garages That Causes Vibration and/or Noise That Effects Adjacent Units:** Unit Owners may not attach or install equipment in garages that causes vibration and/or noise that effects adjacent Units. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.20]
8. **Common Area Parking Is Limited to Vehicles that are Operable, Licensed, Street-Legal, and Owned by Guests:** Residents may park in Guest Parking when work is being done on their garage that prevents its use and then only with a Guest Parking Permit issued by Management for a limited time. Residents may park their vehicles in the Clubhouse Guest/Visitor parking areas only while they are using the clubhouse/pool facilities. Parking is restricted to designated Guest parking spaces and garages only. Parking, storing, or keeping anywhere on the property any boat, aircraft, dirt bike, golf cart, jet ski, motor home, recreational vehicle, trailer, camper, other motorized item or any item used in connection with the foregoing, whether mobile or not, is not allowed. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 2.2, 5.1, 5.2, 10.18]
9. **Subject to Temporary Exceptions as Granted in the Board's Discretion, Street Parking Is Prohibited:** Subject to temporary exceptions granted at the Board's discretion, no vehicles may be parked on streets of the Association as all such streets are fire lanes identified by appropriate signage and/or red painted curbing. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 2.2, 5.1, 5.2, 10.18]

10. **Driveway Parking is Restricted:** Parking in Unit driveways is subject to the following rules:
1. Residents and Guests are not allowed to park in any driveway area except for temporary and active loading and unloading. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 2.2, 5.1, 5.2, 10.18].
  2. No parking is allowed in front of or protruding into another Resident's driveway. [NRS 116.3102, 116.31065, 487.038; CC&R §§ 2.1, 2.2, 5.1, 5.2, 10.18].
11. **Vehicle Maintenance Activities in Common Areas Prohibited:** No dismantling, assembling, overhauling, refurbishing, repairs, or maintenance (other than emergency maintenance) of motor vehicles or other types of similar equipment shall be permitted within the property. Leaks from vehicles must be cleaned up immediately. Unit Owners are responsible for any clean up on the street or reimbursement to the Association for said clean up. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 2.2, 5.1, 5.2, 10.18].
12. **Commercial Vehicles Prohibited:** Commercial vehicles shall not be kept on the property. An exception will be made for trucks, up to and including one (1) ton, used for everyday personal transportation. Such vehicles must fit completely inside a garage with garage doors fully closed. [NRS 116.3102, 116.31065, 116.350; CC&R §§ 2.1, 2.2, 5.1, 5.2, 10.18].
1. Commercial Vehicle shall mean any vehicle (i) designed, maintained, or used primarily for the transportation of property or passengers in furtherance of any commercial enterprise; (ii) over 8,500 lbs. gross unloaded weight; (iii) or bearing commercial insignia, names, or other common indicia indicating that the vehicle is used for commercial purposes and is larger than a 19 ft. van or ¾ ton pickup truck.
  2. **Exceptions to Restrictions under this Provision:**
    - a. *Servicing Lot:* Commercial vehicles that are temporarily parked on or near any Unit for the sole purpose of servicing such Unit are exempt from this restriction provided the weight of vehicle servicing Unit must not exceed 20,000 lbs.
    - b. *Emergency/Utility Service Vehicles:* Residents may park certain vehicles necessary for the provision of emergency or utility services within the community provided:
      - i. *Subject to Proof.* Residents may provide written proof from employer that the person qualifies to park the vehicle under this exception;
      - ii. *Utility Service Vehicles:*
        - a. Vehicles weighing 20,000lbs or less that are necessary for the delivery of public utility services;

- b. Used in the furtherance of repairing, maintaining or operating any structure or any other physical facility necessary for the delivery of public utility services, including, without limitation, the furnishing of electricity, gas, water, sanitary sewer, telephone, cable or community antenna service.
- c. Employer of Resident must require vehicle be brought home with Resident in order to provide emergency utility services pursuant to employment.

iii. *Emergency Service Vehicles:*

- a. Vehicle must be for provision of law enforcement or emergency services (designated by government agency or political subdivision and identified by such entity as a vehicle used for the provision of emergency services).
- b. Employer of Resident must require vehicle be brought home with Resident in order to provide law enforcement or emergency services pursuant to employment.

13. **Variance for Emergency Vehicles:** A Resident responsible for a marked police, fire or other emergency vehicle pursuant to their employment may request a variance from the board to park the vehicle in guest parking. [NRS 116.3102, 116.31065, 116.350; CC&R §§ 2.1, 2.2, 5.1, 5.2, 10.18].

14. **Association's Right to Tow Vehicles Parked in Violation of Rules and Regulations:** The Association shall have the right to tow vehicles from common areas that are parked in violation of the Rules and Regulations and CC&R's as follows [NRS 116.3102, 116.31065, 487.038; CC&R § 4.21]:

1. **Towing Without Notice:**

- a. Any vehicle that is blocking a fire hydrant, parked in a designated "no parking" or red zone, parked in a fire lane, improperly parked in a space designated for the handicapped, or that poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the Owners or Residents of the Properties, may be immediately towed without notice.

2. **Towing With Notice:**

- a. Prior to exercising the right to tow a vehicle, the Association, or a designee of the Association, shall post written notice in a conspicuous place on the vehicle or provide oral or written notice to the owner or operator of the vehicle at least forty-eight (48) hours before having the vehicle towed.

- b. The notice shall indicate that if the vehicle is not removed from the improper location prior to the expiration of the forty-eight (48) hour notice, the vehicle may be towed.
- c. The forty-eight (48) hour notice applies from the time notice is given and shall continue to run regardless of any intermittent departures or different parking locations within the Property. Such notice shall deem to apply for at least one (1) month and up to twelve (12) months (After second notice within twelve (12) month period notice shall be deemed valid for up to twelve (12) months) after the lapse of the initial forty-eight (48) hours, such that any vehicle that has been given notice found unlawfully parked in the same or similar manner on the Property at any time after the lapse of the initial forty-eight (48) hour notice may be removed without additional notice for a period of at least one (1) month (where only one notice in a twelve (12) month period) and up to twelve (12) months (where more than one notice is given in twelve (12) month period), at the Board's discretion.

**3. Additional Conditions:**

- a. The vehicle owner shall be responsible for all expenses incurred in the towing, storage, and retrieval of the vehicle.
- b. The right of the Association to have a violating vehicle towed shall not require any notice (other than the forty-eight (48) hour notice described herein) or hearing prior to removal of the vehicle.
- c. The Association's right to tow a vehicle that is in violation of these provisions shall be in addition to the Association's right to institute any other enforcement procedure authorized by law and the Association's Governing Documents, including, but not limited to, levying of fines to the maximum extent allowed by law after notice and hearing in accordance with the Association's fine and enforcement policies.

15. **Residents Must Observe Traffic Signs:** It is the responsibility of the Residents to observe all parking and traffic control signs posted and to instruct Guests on proper parking procedures. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 2.2, 5.1, 5.2, 10.18].

16. **Guest Parking is Restricted:** Guest parking is subject to these additional provisions:

- 1. All Association visitors must have a Day Pass Permit displayed on their vehicle's dashboard for parking from 7:00 a.m. until 11:00 p.m. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 2.2, 5.1, 5.2, 10.18].

2. Vehicles parked longer than one (1) day (to terminate at 11:00 p.m. that day) in Guest Parking without the Guest Parking Permit will be subject to tow. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 2.2, 5.1, 5.2, 10.18].
  3. Residents who desire guests to use Guest Parking for more than one (1) day (to terminate at 11:00 p.m. that day) must obtain a Guest Parking Permit from Management. The Permit must be displayed in the vehicle at all times when parked in Guest Parking and is valid for up to 72 hours. If your Guest will be here longer than 72 hours, you may obtain a permit from the Clubhouse that will include specific dates not to exceed seven (7) days. Any unit shall not be permitted more than ninety (90) days of guest parking during a calendar year unless there is a change in ownership during the calendar year. In this case, the new owner of the unit would have an additional ninety (90) days for the calendar year. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 2.2, 5.1, 5.2, 10.18].
17. **Vehicle Washing in Designated Areas Only:** Washing of vehicles is permitted only in the area specifically designated for that purpose. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 2.2, 5.1, 5.2, 10.18].

## **SECTION IX - Nuisance Rules**

1. **Accumulation of Waste is Prohibited:** No rubbish, debris or animal feces of any kind shall be placed or permitted to accumulate anywhere within the property. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.5].
2. **Offensive and/or Detrimental Nuisance is Prohibited:** No noise or other nuisance is permitted to exist or operate in any portion of a unit that is considered offensive or detrimental to any other unit, occupant(s), or the Common Elements. This includes horns, whistles, bells, wind chimes or other similar or unusually loud sound devices (not including security devices used exclusively for safety or fire protection purposes). Alarm devices used exclusively to protect the security of a dwelling and its contents shall be permitted, provided such devices do not produce frequently occurring false alarms in a manner annoying to neighbors. Noisy or smoky vehicles, large power equipment, or large power tools (except those used by the Association for landscape maintenance or other repairs), inoperable vehicles, unlicensed off-road motor vehicles, or any other item(s) which may unreasonably disturb other owners or residents are not allowed. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.5].
3. **Acts Threatening Health, Safety, and Welfare Violate Association's Governing Documents:** Any act that poses an imminent threat of causing a substantial adverse effect on the health safety or welfare of persons within the Association shall be considered a nuisance activity and a violation of Association's governing documents. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.5].

## **SECTION X – Architectural Review**

1. **Architectural Review:** The Board of Directors serves as the Architectural Review Committee. Please submit all structural interior, including flooring modifications, and exterior changes to the Board of Directors for review. Applications can be obtained from Association Management. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 8.1 *et seq.*, 9.4].
2. **Screen Doors:** Certain screen doors for use at the front door entryway of Units and patio/balcony doors have been approved by the ARC. The selected designs are the only styles permitted for installation on the exterior of any Unit. All installations must be approved by the ARC.
  - a. The following retractable “invisible” screen doors has been approved for installation on the front door entryway and patio/balcony door: Pella “Montgomery”, model 3800 with Poplar White frame. The color of the frame is to match the trim color as closely as possible.
  - b. The following right-opening screen door has been approved for installation on the patio/balcony door only: “Anderson HD 3000 TruErase Door” with nickel-finish hardware and doorframe “Almond” (FD-4).

[NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 8.1 *et seq.*, 9.4]

3. **Patio/Balcony Screens:** The ARC has approved a style of roll-up screen that will reduce the amount of light, glare and heat on Unit patios and balconies. The metal storage box that holds the Retractable Solar Roll-Screen must be installed along the top inside edge of Units’ patios or balconies enclosures so as not to be visible from the outside. The screen’s metal storage box is to be painted to match the trim of the building and the screen color must be “Bronze/Bronze”. Unit Owners may contact the Clubhouse Manager to obtain information for suppliers.

[NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 8.1 *et seq.*, 9.4]

## **SECTION XI – Antennas and Satellite Dishes**

1. **Antennas and Satellite Dishes:** Antennas or satellite dishes that are: (a) one meter (39 inches) or less in diameter and designed to receive direct broadcast satellite service (including direct-to-home satellite service) or receive/transmit fixed wireless signals via satellite; (b) one meter (39 inches) or less in diameter or diagonal measurement and designed to receive video programming services via multi point distribution services (including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services) or to receive/transmit fixed wireless signals other than via satellite; (c) used to receive television broadcast signals; or (d) a mast supporting an antenna or satellite described in (a) – (c) shall be permitted (“Permitted Device”), provided that such Permitted Device is installed "on property within the exclusive use or control of the antenna user where the user has a direct or indirect ownership or leasehold interest in the property" (Common Elements/Areas of the

Association are not under the exclusive use or control of an Owner) in a location so as not to be visible from the street, or, if such location is not reasonably practicable, then attached to or mounted on the least conspicuous alternative location on the Lot or exclusive use area, where an acceptable quality signal can be obtained. Permitted Devices shall be reasonably screened from view from any other portion of the Property, so long as such screening does not unreasonably increase the cost of installation, or use of the Permitted Device. Further, all Owners Residents must comply with the following provisions to the extent the provisions do not unreasonably impair an Owner's/Resident's right to install, maintain or use of any Permitted Device(s):

1. The dish must be installed in a professional manner and cord, cables, wires and dish properly mounted and secured;
2. Cable, cord or wiring must not be draped, strung or hanging in a manner that is visible from the street fronting unit;
3. Cable, cord or wiring should match the existing building colors;
4. The dish must be located in the most discrete location possible, which is not visible from the street in front of the Unit so as to avoid being detrimental to the appearance of the surrounding area of the Association.
5. In the event that the installation, maintenance or use of the satellite dish, requires it to be placed in an area where it may be seen from the street in front of the Unit, the satellite dish may be located in a less discrete location. In such a case, however, the Owner or Resident must provide written documentation from licensed installer that installation is in a less discrete location which is required to prevent the impairment of the installation, maintenance or use of the satellite dish, including, but not limited to the reception of acceptable quality signal. However, if the satellite provider indicates that a number of locations may allow proper installation, the ARC may choose which location it may ultimately be installed.

**[47 CFR § 1.4000; NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 8.1 *et seq.*, 9.4].**

2. **Unit Owners Must Provide the ARC with Notice of Installation:** Owners or Residents must provide the ARC with notice of the installation of any Permitted Device referenced herein to ensure adequate Association records are kept current. **[NRS 116.3102, 116.31065; CC&R §§ 5.1, 5.2, 8.1 *et seq.*, 9.4].**
3. **Obtaining ARC Approval:** ARC approval is not required where the installation of a satellite dish complies with Section 1 subsection (d) hereof. However, in the event the placement of the same is inconsistent with the aesthetic restrictions cited in subsections (a)-(d), Owners and Residents are urged to obtain ARC approval to ensure full compliance with the provisions set forth herein regarding antennae or satellite, and to avoid potential fines and/or expenses they may incur in relation to the relocation of their satellite dish. **[NRS 116.3102, 116.31065; CC&R §§ 5.1, 5.2, 8.1 *et seq.*, 9.4].**



4. **Damages Caused by Satellite Installation or Removal May be Assessed Against the Unit Owner and a Unit Owner Must Remove a Satellite Which No Longer Services the Unit:** The Owner of the Unit for which the service of the satellite is installed may be held responsible for any damages that result to other Units and/or Association Property due to the satellite installation or removal. Unit Owners must remove satellites when a Resident discontinues the use of a satellite or when a satellite discontinue providing service to a Unit. [NRS 116.3102, 116.31065; CC&R §§ 5.1, 5.2, 8.1 *et seq.*, 9.4].

## **SECTION XII – Solar Panels**

1. **The Installation of Solar Panels on Residential Building Roofs (Units) Is Prohibited:** Solar panels may not be installed on Residential Building roofs that house the living components and garage components of Units as the Association maintains the authority and obligation to maintain, repair and replace Residential Building roofs. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 8.1 *et seq.*, 9.1, 9.4].

## **SECTION XIII – General Exterior Maintenance Requirements and Restrictions**

1. **Unit Owners Must Maintain Their Unit and Any Exclusive Use Areas Appurtenant to their Units:** It is the duty of each Owner, at his or her sole cost and expense, subject to the provisions of the CC&Rs requiring ARC approval, to maintain, repair, replace and restore all Improvements located on his or her Unit, the Unit itself, and any Exclusive Use Area pertaining to his or her Unit, in a neat, sanitary and attractive condition, except for any areas expressly required to be maintained by the Association under the CC&Rs. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 9.3].
2. **The Association May Conduct Repairs at the Cost of a Unit Owner Should the Unit Owner Fail to do so:** If any Owner shall permit any Improvement, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board, after affording such Owner reasonable notice, shall have the right but not the obligation to correct such condition, and to enter upon such Owner's Unit, for the purpose of so doing, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost may be assessed as a Special Assessment pursuant to CC&R § 6.11, and if not paid timely when due, shall constitute an unpaid or delinquent assessment. Each Owner and/or Resident shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 9.6, 10.6].
3. **Modifications and Improvements Requires ARC Approval:** No Owner shall add to, install, improve, remove, modify, change, obstruct, or landscape, all or any portion of: a) the Common Elements; b) Yard Components; c) Installed Landscaping; d) Yard Wall(s)/Fence(s); e) Party Walls; f) Residential Buildings including garages; and/or g) any other Improvement without

prior written approval of the ARC. Such modifications include all Improvements including but not limited to the installation of decorative water features in Yard Components including patio areas. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 9.4, 9.13].

4. **Balcony Construction Requires ARC Approval:** No Owner or person shall have any right to construct or shall construct, a balcony, absent prior written approval of the Architectural Review Committee (“ARC”) in its sole discretion. [NRS 116.3102, 116.31065; CC&R §§ 1.14, 2.1, 5.1, 5.2].
5. **Owners May Not Construct Patios:** No Owner or person shall have any right to construct, or shall construct, a patio. [NRS 116.3102, 116.31065; CC&R §§ 1.58, 2.1, 5.1, 5.2].
6. **Owners Are Prohibited From Attaching Items to or Placing Items Upon, Walls, Gates or Railings:** Owners are prohibited from attaching items (e.g. pots, planters) to or placing items upon, walls, gates or railings. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 9.4, 9.13].
7. **Yard Wall/Fences and Party Walls May Not be Altered Without Board Approval:** No Owner shall alter, add to, or remove any Yard Wall/Fence or Party Wall constructed by the Declarant or Association, or portion of such wall or fence, without the prior written approval of the Board. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 9.10, 9.11].
8. **Unit Owners Share the Costs of Yard Wall(s)/Fence(s):** Each wall which was built as a part of the original construction by the Declarant and placed approximately between a Yard Component and Common Elements shall constitute a “Yard Wall/Fence”. The cost of repair and maintenance of a Yard Wall/Fence shall be borne by the Owner (“Wall Owner”) of the Unit whose Yard Component abuts the Yard/Wall Fence. The cost of reasonable repair and maintenance of Yard Walls/Fences shall be shared by the Owners who use such Yard/Wall Fence in proportion to such use (e.g., if the Yard Wall/Fence is the boundary between two Owners, then each Owner shall bear half of such cost). If a Yard Wall/Fence is destroyed or damaged by fire or other casualty, the Yard Wall/Fence shall be promptly restored, to its condition and appearance before such damage or destruction, and in its original location, unless otherwise approved by the Board in advance and in writing, by the Wall Owner. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 9.10].
9. **Unit Owners Share the Costs of Party Wall(s):** Each wall which was built as a part of the original construction by the Declarant and placed approximately on the property line between Units shall constitute a “Party Wall”. The cost of reasonable repair and maintenance of Party Walls shall be shared by the Owners who use such Party Wall in proportion to such use (e.g., if the Party Wall is the boundary between two Owners, then each such Owner shall bear half of such cost). If a Party Wall is destroyed or damaged by fire or other casualty, the Party Wall shall be promptly restored, to its condition and appearance before such damage or destruction, by the Owner(s) whose Units have or had use of the Party Wall. Subject to the foregoing, any Owner whose Unit has or had use of the Party Wall may restore the Party Wall to the way it existed before such destruction or damage, and any other Owner whose Unit makes use of the Party Wall shall contribute to the cost of restoration thereof in proportion to such use, subject to the right of any such Owner to call for a larger contribution from another Owner pursuant to

any rule of law regarding liability for negligent or willful acts or omissions. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 9.10, 9.11].

10. **Owners Must Maintain and Repair Landscaping and Irrigation Systems Located Within Their Yard Component:** Each Owner shall be responsible, at his sole expense, for:

1. Maintenance, repair, replacement, and watering of all landscaping installed, subject to prior written approval of the ARC, on his or her Yard Component (“Installed Landscaping”) in a neat and attractive condition; and
2. Maintenance, repair, and/or replacement of any and all sprinkler or irrigation or other related systems or equipment pertaining to such Installed Landscaping.

[NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 9.12].

11. **Installation of Drip Irrigation Lines May be Allowed Subject to Certain Conditions:** The Owner of ground level Yard Components or Patios may be permitted, at his or her own expense, and subject to ARC review and approval, to connect a drip irrigation line (“Installed Drip Line”), from the Association Line connection to the Yard Component or Patio. Such Owner installing the Installed Drip Line shall be completely responsible for all costs of maintaining and repairing the Installed Drip Line, and/or replacing with like-kind line the Installed Drip Line in the Yard Component or Patio, as well as caring for and/or replacing all plants irrigated by such Installed Drip Line. There shall be no separate meter or charge by the Association to such Owner for the water provided from the Association Line through the Installed Drip Line (which cost shall be a part of the Common Expenses) provided that the Owner shall conclusively be deemed to have unconditionally and irrevocably agreed to all of the following conditions provided in CC&R § 9.16(a), including the condition that water may or may not be available from the Association Line on the periodic watering schedule and frequencies established from time to time by the Association and due to repairs or weather conditions. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 9.16].

12. **Landscaping Installation Must be Completed Within Thirty (30) Days:** Installation of landscaping materials must be completed within thirty (30) days unless an exception is provided by the Board. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2].

13. **Owners May Not Make Unapproved Grade Changes or Maintain Sprinkler or Spray Irrigation Within Three (3) Feet of Their Unit:** Each Owner shall at all times ensure that:

1. There are no unapproved grade changes (including, but not necessarily limited to, mounding) within three (3) feet of any such foundation or wall located on or immediately adjacent to the Owner’s Unit; and
2. Only non-irrigated desert landscaping or drip irrigation (but no sprinkler or spray irrigation) is located on the Owner’s Unit or Yard Component within three (3) feet of any foundation, slab, side or other portion of Dwelling or Yard/Wall Fence.

[NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 9.12].

14. **Owners of Units Above Ground Level Must Prevent Water Staining of Concrete And Other Property Damage That May Result Due to Excess Watering of Plants:** Owners and Occupants of portions of Units or Exclusive Use Areas above the ground floor must ensure that potted or other plants must be watered so as not to spill, overflow, or to cause dripping or run-off, which may stain concrete or cause other property damage. In the event of such spillage, overflowing, dripping or run-off results in stained concrete or other property damage, such Owner or Occupant shall be responsible for the costs to repair such property damage, as a Special Assessment. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 9.16].
15. **Owners May Not Interfere With Established Drainage Patterns:** Owners and Occupants may not in any way interfere with or alter, or permit any Resident to interfere with or alter, the established drainage pattern over any Unit, so as to affect said Unit, any other Unit, or the Common Elements or Mater Association Common Area, unless adequate alternative provision is made for properly engineered drainage and approved in advance and in writing by the ARC. For the purpose hereof, “established drainage pattern” is defined as the drainage which exists at the time that such Unit is conveyed to a Purchaser from Declarant, or later grading changes which are shown on plans and specifications approved by the ARC. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.7].
16. **Owners Must Take Care Not to Allow Dirt, Rocks, or Other Items to Come Into Contact With Residential Buildings:** Owners must take care not to allow dirt, rocks, or other items to come into contact with Residential Buildings as such contact may result in damage to the Residential Buildings. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2]
17. **Drilling and Mining Operations Are Prohibited:** There shall be no oil drilling, oil gas or mineral development operations, oil refining, geothermal exploration or development, quarrying or mining operations of any kind upon, in or below any Unit or Common Elements, nor shall oil, water or other wells, tanks, tunnels or mineral excavations or shafts be permitted upon or below the surface of any portion of the Properties. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.12].
18. **Only Originally Constructed Spas, Hot Tubs, or Jacuzzis May be Maintained in a Unit or Exclusive Use Area:** No spa, jetted tub, hot tub, jacuzzi, water bed, or similar item (except for any bathroom tub installed by Declarant as part of the original construction of a Unit) shall be permitted or located within any Unit or Exclusive Use Area (including, but not limited to, Living Component, Garage Component, Yard Component, Balcony, or Patio). [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.17].
19. **No Outbuilding, Shed, Shack or Similar Storage or Temporary Structure Shall be Placed on the Properties Unless Approved by the ARC:** Unless approved in writing by the ARC in connection with the construction of authorized Improvements, no outbuilding, tent, shack, shed, gazebo, storage structure or other temporary structure or Improvement of any kind shall be

placed upon any portion of the Properties. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.11, 10.26].

20. **Only Contained Barbecue Fires Are Permitted Subject to Exceptions Granted by the ARC:** There shall be no exterior fires whatsoever, except contained natural gas or bottled propane barbecue fires, and except as specifically authorized in writing by the ARC (and subject to applicable ordinances and fire regulations). Use of wood or charcoal burning barbecue fires are prohibited. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.10].
21. **Unightly Articles Are Prohibited from Remaining on Any Unit:** No unsightly articles, shall be permitted to remain on any Unit so as to be visible from any street, or from any other Unit, or Common Elements. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.10].
22. **Only Patio Furniture and House Plants May be Maintained in Yard Components:** No article shall be kept or stored in Yard Components, except reasonable quantities (in reasonable sizes) of patio furniture and house plants, subject to the “Nuisance” provisions of CC&R § 10.5. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.17].
23. **Clotheslines May Not be Maintained Outside of a Unit:** No clothes, clotheslines, sheets, blankets, laundry of any kind or any other article shall be hung out or exposed on any external part of the Units or Common Elements. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.17]
24. **Holiday or Seasonal Decorations Which May be Viewed From Other Properties May be Displayed In a Reasonably Seasonal Manner and May Only be Installed Inside the Windows of a Unit:** Holiday or seasonal decorations which may be viewed from other properties may be displayed in a reasonably seasonal manner, e.g. two (2) weeks prior to the holiday and one (1) week subsequent to the holiday. Holiday or seasonal decorations that may be viewed from other portions of the Properties may only be installed inside the windows of a Unit. Decorations may not be maintained on the outside of the front door of a Unit. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.17]
25. **Window and Glass Door Treatment Is Subject to Board Approval:** Any treatment of windows or glass doors (including, but not limited to, interior shutters), other than draperies, curtains or blinds, if any, of the type and color originally installed by Declarant, shall be subject to the prior written approval of the Board. Aluminum foil and other materials restricted by the Association shall not be permitted in any exterior window or glass door. Screens on doors and windows, other than any which may have been installed by Declarant, must be approved by the Board prior to installation. See Section X located herein. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 10.17]
26. **Garbage Containers Must be Stored Out of Sight from Neighboring Units:** Refuse, garbage and trash shall be kept at all times in covered, sanitary containers or enclosed areas designed for such purpose. Such containers shall be exposed to the view of the neighboring Units only when set out for a reasonable period of time but may be stored outside any building

or garage during the time the containers are not within the collection area. [NRS 116.3102, 116.31065, 116.332; CC&R §§ 2.1, 5.1, 5.2, 10.10].

27. **Exterior Lighting May Not Unreasonably Disturb the Residents of Other Units:** Any exterior electrical, gas or other artificial lighting installed on any Residential Unit shall be positioned, screened or otherwise directed or situated and of such controlled focus and intensity so as to not unreasonably disturb the residents of any other Residential Units. The exterior lighting initially installed on the Residential Units shall not be modified or altered by the Owner and shall be maintained, repaired and replaced by the Owners as necessary to provide lighting of the same character and quality (including bulb wattage) as was initially installed in the Properties. [NRS 116.3102, 116.31065, 116.332; CC&R §§ 2.1, 5.1, 5.2, 10.21].

## **Section XIV – Front Entry Area Maintenance and Restrictions**

1. **Unit Front Entry Areas Must be Properly Landscaped:** Unit front entry areas must be landscaped with plant material, bark, pavers, or rock. Grass may not be used to landscape Unit Front Entry Areas. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 8.10].
2. **Decorative Rock Color Must be Consistent With Residential Building Color:** The color of decorative rocks must be consistent with the Residential Building color and must be a minimum of ½ inch in size and applied a minimum of two (2) inches thick. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 8.10].
3. **Only One (1) Tree May be Planted in the Unit Front Entry Area:** One (1) tree may be planted in the front entry area of a Unit, provided space allows, and must be of a variety that does not have an invasive root system. The ARC reserves the right to provide an approved tree list from which Unit Owners may choose. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 8.10].
4. **With the Exception of the One (1) Tree Allowed Under These Rules, Plants May Not Exceed the Height of Entry Walls or Balcony Railings Unless Otherwise Approved by the Board:** Other than the one (1) tree allowed under these rules, all other plant material located in Unit front entry areas must be maintained below the top of the surrounding wall or rail unless otherwise approved by the Board or ARC. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 8.10].
5. **Planters or Pots Maintained in Areas Visible from Common Areas Must be a Natural, Neutral or Earth Tone Color:** Planters, pots, or other garden materials that are maintained in areas that are visible from Common Areas must be a natural, neutral or earth tone color. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 8.10].
6. **Unit Owners of Units Three (3) and Five (5) in the Six-Plexus Residential Buildings Which Include Only a “Stoop” Area, Must Obtain ARC Approval Before Placing Any Material on the Stoop:** Unit Owners of Units three (3) and five (5) in the Six-Plexus Residential Buildings which include only a “stoop” area, must obtain ARC approval before

they may place any material, including plants and decorative items, on the “stoop.” [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 8.10].

7. **Gates May be Used for Emergency Access and Their Operation Must Not be Restricted:** Unit Owners may not place items on or around gates that restrict their operation because such gates must operate in case of emergencies. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 8.10].

## **Section XV – Rear Patio Area Maintenance and Restrictions**

1. **Minimum Landscaping Requirements:** The minimum required landscaping for a rear patio area is that all grounds be covered with decorative rocks, pavers or bark. This will serve to prevent dust from blowing into an adjoining Residential Building. The color of decorative rocks must be consistent with the Residential Building color and must be a minimum of ½ inch in size and applied a minimum of two (2) inches thick. Bark is to be applied at least three (3) inches thick and refreshed as color fades. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 8.10].
2. **Gates May be Used for Emergency Access and Their Operation Must Not be Restricted:** Unit Owners may not place items on or around gates that restrict their operation because such gates must operate in case of emergencies. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 8.10].
3. **Planters or Pots Maintained in Areas Visible from Common Areas Must be a Natural, Neutral or Earth Tone Color:** Planters, pots, or other garden materials that are maintained in areas that are visible from other portions of the Properties must be a natural, neutral or earth tone color. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 8.10].
4. **Umbrellas Must be of a Solid Neutral Color That Is Consistent With and/or Blends in With the Color of the Residential Building:** Umbrellas maintained in rear patio areas which may be viewed from other portions of the Properties must be of a solid neutral color and be consistent with and/or blend with the color of the Residential Building. Umbrellas may not display any design prints or commercial logos. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 8.10].
5. **Watering of Plants and Cleaning of Patio Areas Must Not Interfere With Another Resident’s Use or Enjoyment of Their Property:** Watering of plants and cleaning of patio areas must be done in a manner so as to not interfere with another Resident’s use or enjoyment of their property. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 8.10].
6. **Bird Feeders May Not be Maintained on Patios:** Bird feeders of any kind are prohibited from being maintained on patios or any other area located outside of a Unit. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 8.10].

## **Section XVI – Balcony Maintenance and Restrictions**

1. **Not Including Conventional Patio Furniture, the Height of any Plant or Object Must be Maintained Below the Height of the Balcony Wall or Railing:** Not including conventional patio furniture, plants and objects must be maintained at a height below the height of the balcony wall or railing. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 8.10].
2. **Umbrellas Must be of a Solid Neutral Color That Is Consistent With and/or Blends in With the Color of the Residential Building:** Umbrellas maintained on balconies must be of a solid neutral color and be consistent with and/or blend with the color of the Residential Building. Umbrellas may not display any design prints or commercial logos. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 8.10].
3. **Planters or Pots Maintained in Areas Visible from Common Areas Must be a Natural, Neutral or Earth Tone Color:** Planters, pots, or other garden materials that are maintained in areas that are visible from other portions of the Properties must be a natural, neutral or earth tone color. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 8.10].
4. **Watering of Plants and Cleaning of Balconies Must Not Interfere With Another Resident’s Use or Enjoyment of Their Property:** Watering of plants and cleaning of patio areas must be done in a manner so as to not interfere with another Resident’s use or enjoyment of their property. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 8.10].
5. **Bird Feeders May Not be Maintained on Balconies:** Bird feeders of any kind are prohibited from being maintained on balconies or any other area located outside of a Unit. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2, 8.10].

## **SECTION XVII – Miscellaneous**

1. **Quiet Hours Are From 10:00 p.m. until 7:00 a.m.:** Residents must observe the Association’s quiet hours from 10:00 p.m. until 7:00 a.m. During that time, loud music, loud talking, shouting, startup or operation of loud equipment or loud motorcycles, and any and all other loud noises shall not be permitted (whether inside or outside a Unit, garage, yard, and/or Common Element. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2].
2. **With the Exception of Political and Security System Signs and the flag of the United States, No Other Signs or Displays May be Maintained In an Area that May be Viewed from Common Areas:** With the exception of political and security system signs and the flag of the United States subject to the limitations below, no sign, poster, display, billboard, or other advertising device or other display shall be installed or displayed to public view from any unit or Common Area.
  1. Units which have “half-walled” front patios may display security signs within the patio area and Units three (3) and five (5) that are located in the Six-Plexus Residential



Buildings may display the sign within the entry window next to the entry door of the Unit.

2. Residents may exhibit one or more political sign within the boundaries of their Unit provide the signs are not larger than 24 by 36 inches. Residents may not exhibit more than one political sign for each candidate, political party or ballot question. 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.
3. Residents may display the United States flag within the boundaries of their Unit (including the interior of balconies) through the use of a pole, staff or in a window. However, display of the flag is not permitted where:
  - a. The display is for commercial advertising purposes;
  - b. The flag is not made of materials other than cloth, fabric or paper (e.g. the depiction or emblem of the flag is made of balloons, flora, lights, paint, paving materials, roofing, siding or any other similar building, decorative or landscaping component); or
  - c. The flag is not displayed in a manner consistent with 4. U.S.C. Chapter 1.

[NRS 116.3102, 116.31065, 116.320, 116.325; CC&R §§ 2.1, 5.1, 5.2, 10.14].

3. **Trash Is Collected Daily Subject to Certain Conditions:** Trash may be placed at the end of your driveway between 6:00 a.m. and 10:00 a.m. daily. However, Residents shall not put trash out when it is snowing as trash will not be collected on those days. [NRS 116.3102, 116.31065; CC&R §§ 1.23, 2.1, 5.1, 5.2].
4. **Water Hose Connection Must be Disconnected When Not in Use:** Residents must keep hoses disconnected from hose bibs when not in use. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2].
5. **Appliances with Water Connections Must Have Appropriate Hoses:** Steel reinforced hoses must be used on all washers, dishwashers, sinks, and toilets. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2].
6. **Solicitation Is Prohibited:** Door-to-door soliciting is not permitted within the community by Residents or non-residents. Residents are requested to notify the Association Manager if solicitors appear on the property. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2].
7. **The Association Is Not Liable for Unattended Items:** The Association is not responsible for items left in the Clubhouse, the Fitness Center or the Pool. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2].

8. **Package Deliveries Will Not be Accepted:** Packages that are delivered by UPS, FEDEX, DHL, US POSTAL SERVICE, etc. will not be accepted at the Association Clubhouse, Gate House, or by the Association/Management staff. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2].
  
9. **Vendor Concerns and Complaints Shall be Communicated to the Board and Not Directly to Vendors:** Residents shall not interfere with Association contracted third party vendors and their contracted work. Should Residents have complaints or concerns about Association contracted third party vendors, those concerns should be communicated to Association Management and/or the Board. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2].
  
10. **Board Members May Meet and Communicate Without Noticing or Agendizing such Communication or Meeting Provided No Association Action Is Taken at the Time of the Communication or Meeting:** Board Members may meet and/or communicate with one another without noticing or agendizing such meetings or communications provided that no Association Action is taken at the time of the meeting and/or communication. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2].
  
11. **Residents May Not be Employed by the Association:** Residents are precluded from being employed by the Association provided they were not already employed by the Association as of the date of adoption of these Rules and Regulations. [NRS 116.3102, 116.31065; CC&R §§ 2.1, 5.1, 5.2].

IN WITNESS WHEREOF, the Association has executed these Rules and Regulations on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_(print)

\_\_\_\_\_ (sign)

President (or Vice President)

By: \_\_\_\_\_(print)

\_\_\_\_\_ (sign)