



Eldorado

Neighborhood Second HOA

ELDORADO NEIGHBORHOOD
SECOND HOMEOWNERS
ASSOCIATION
RULES AND REGULATIONS

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Board of Directors of the Association adopts the following rules and regulations as specifically set forth herein in their entirety;

EFFECTIVE DATE, the secretary or another officer of the Association shall cause this Resolution to be either hand-delivered or mailed, via United States mail, to the mailing address of each Unit or to any other mailing address designated in writing by the Unit's Owner within thirty (30) days of the date of execution below. Said Resolution and Rules and Regulations shall be effective thirty (30) days after the date of such hand-delivery or mailing, which may be proven by a proof of mailing and/or delivery retained in the Association's records.

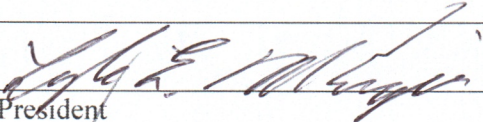
INCORPORATION INTO OMNIBUS RULE DOCUMENT, subsequent to and in accordance with this Resolution, the Association may incorporate the rules and regulations established within this Resolution into a single, omnibus document containing other rules and regulations for the Association. The language of the Resolution must be incorporated into such an omnibus document in the same manner as it is set forth herein. Incorporation of the language of this Resolution into an omnibus document shall be considered a courtesy or convenience to residents and shall in no way be construed to require the delivery or mailing of identical rules for the rules set forth herein to remain effective. The rules established by this Resolution shall be effective and remain effective from the date set forth herein until such time as they may be amended, abolished, changed, or otherwise eliminated by the Association's Board of Directors.

RESOLUTION TO CONFORM WITH NRS 116, this resolution was drafted in conformance with Nevada and Federal law, including, but not limited to, Chapter One-Hundred Sixteen of the Nevada Revised Statutes, as of the date of execution of this document. Further, pursuant to this statement of conformance within this Resolution and NRS 116.1206, this Resolution and the rules and regulations established hereby shall be deemed and read to conform to and/or be superseded by Chapter One-Hundred Sixteen of the Nevada Revised Statutes (NRS 116.001 *et seq.*) and any future amendments to such Chapter, and no amendment to this Resolution shall be necessary for such conformance.

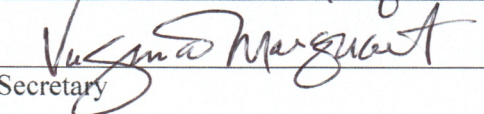
IN WITNESS WHEREOF, the Association has approved, adopted, and executed this Resolution as of the ____ day of _____, 2021.

Lyle E. McKenzie
President

By: _____ (print)

 (sign)
President

By: VIRGINIA MARGUANT (print)

 (sign)
Secretary

III. RULES AND REGULATIONS

- A. **ANIMALS** (NRS 116.3102, 116.31031, 116.31065; CC&Rs §§ 4.18, 10.1, 11.13; Bylaw § 8.1(a)):
1. The total number of household animals shall not exceed four (4) and total of any one species shall not exceed two (2).
 2. No animals or fowl, other than commonly recognized household animals shall be kept or maintained within the Association.
 3. Any waste deposited by pets on landscaping, sidewalks, paths, or other areas must be removed immediately by the owner or possessor of the animal.
 4. Residents are responsible and liable for any personal injury or property damage caused by their animals.
 5. All animals must be kept within an enclosure, an enclosed yard, or on a leash held by an individual capable of controlling the animal at all times.
 6. The following non-exclusive list of activities and conditions of an animal may be deemed to constitute a nuisance and are prohibited by these rules:
 - (a) Animals running at-large, except in the fenced yard of the homeowner/tenant.
 - (b) Animals making or causing noises of sufficient volume to disturb any resident. This shall include animals continually barking or making other noises that can be heard by neighboring residents or Management.
 - (c) Animals biting, attacking, or otherwise interfering with the freedom of movement of persons and other animals on the common areas, including, but not limited to, chasing vehicles, or creating a disturbance in any other way.
 7. The Association may declare an animal dangerous, require its immediate removal from the Association, and prohibit the animal from being kept or maintained within the Association. The Association may declare an animal dangerous pursuant to the following conditions:
 - (a) An animal may be declared dangerous if on two separate occasions within eighteen (18) months:
 - i. It behaved menacingly to a degree that would lead a responsible person to defend himself against substantial bodily harm under the circumstances.
 - ii. It bit a person or animal, but without causing substantial bodily harm.
 - (b) An animal may be declared dangerous, without regard to any previous behavior, if:
 - i. It is used as the instrument in a crime of violence.
 - ii. While either at large or restrained, it caused substantial bodily harm or death to another animal that was at large.

- iii. It bit a person or animal, but without causing substantial bodily harm, if the animal is of a species capable of causing death or substantial bodily harm other than a domestic dog or cat; or
 - iv. It has killed or inflicted substantial bodily harm upon a human being or another animal not at large.
- (c) Failure to remove an animal from the Association after receipt of notice from the Association requiring its removal shall constitute a violation that threatens the health, safety, and welfare of the Community.
- (d) This provision shall create no right or obligation on behalf of the Association to declare an animal dangerous.

B. CLOTHESLINES (NRS 116.3102, 116.31031, 116.31065; CC&Rs §§ 4.18, 10.1, 11.17; Bylaw § 8.1(a)):

No clotheslines shall be placed nor shall any clothes be hung in any manner whatsoever outside of a unit including, but not limited to, on the garage door, or otherwise be visible from a public street or the Common Area.

C. CONSTRUCTION / MAINTENANCE HOURS (NRS 116.3102, 116.31031, 116.31065; AB 249(2021); NLV §8.28.020(H); CC&Rs §§ 4.18, 10.1; Bylaw § 8.1(a)):

October 1 through April 30 - Construction/Maintenance on any lot is limited to the hours of 8:00 AM to 5:00 PM, Monday through Friday, and 9:00 AM to 5:00 PM on Saturday and Sunday. Exceptions to this rule may be granted at the sole discretion of the Board.

May 1 through September 30 - Construction/Maintenance on any lot is limited to the hours of 6:00 AM to 9:00 PM any day. Exceptions to this rule may be granted at the sole discretion of the Board.

D. DECORATIONS (NRS 116.3102, 116.31031, 116.31065; CC&Rs §§ 4.18, 10.1; Bylaw § 8.1(a)):

1. All holiday decorations must be displayed no more than thirty (30) days prior to the day of the holiday and must be removed within fifteen (15) days after the holiday. All decorations must be installed and removed accordingly.
2. All holiday lighting must have Underwriters Laboratories "UL" approval or a comparable safety rating. Outdoor lights must be designed for outdoor use.
3. Holiday decorations are prohibited from being placed on any Association Common Area, including, but not limited to, trees, plants, shrubs, and/or bushes.
4. Residents must make every effort to ensure that lights, particularly blinking lights, or very bright lights, do not disturb other Residents. Any disturbance caused by lighting or other decorations must be immediately rectified.

E. **FLAGS** (NRS 116.3102, 116.31031, 116.31065, 116.320; CC&Rs §§ 4.18, 10.1; Bylaw § 8.1(a)):

1. The United States flag and the State of Nevada may be displayed on a Subdivision Interest. With regard to a flag of the State of Nevada, the flag may not be larger than the size of a flag of the United States that is displayed, if at all, by a Unit Owner. The flags must be displayed in a manner that is consistent with 4 U.S.C. Chapter 1. Flags must not be made of balloons, flora, lights, paint, paving materials, roofing, siding, or any other similar building, decorative or landscaping component.

The display of one (1) United States flag and/or one (1) State of Nevada flag is permitted if the flag is displayed from a single flagpole or staff, which does not exceed twenty-five (25) feet in height, located on exterior property within the boundaries of a unit or which is attached to an exterior limited common element that forms a part of the boundaries of the unit. The flag cannot exceed four (4) feet in its vertical dimension or six (6) feet in its horizontal dimension, the horizontal dimension of the flag is the dimension that is parallel with the horizontal stripes of the flag. The flag may only be displayed during sunrise to sunset unless it is properly illuminated during the hours of darkness.

The height of the flagpole can be from sixteen (16) feet to twenty-five (25) feet but no taller than the highest peak of the house; the flagpole must be white, silver or bronze in color; the flagpole must be aluminum, stainless steel, or painted steel; materials such as wood, plastic, and bamboo products are not permitted.

The pole base must extend into the ground in a pole sleeve with cement footer the diameter of which must be four (4) inches for poles from sixteen (16) feet to twenty (20) feet, it must be placed into a pole sleeve and needs to be embedded in cement. The diameter must be twenty-four (24) inches of cement and thirty-six (36) inches deep.

The pole diameter must be five (5) inches for poles from twenty-one (21) feet to twenty-five (25) feet, and also must be placed into a pole sleeve and needs to be embedded in cement. The diameter must be thirty (30) inches of cement and forty-two (42) inches deep. Metal plates may not be mounted to the cement slab.

The pole position cannot extend out past the front of the garage or past the sides of the house. If the house is square in shape, then the pole must be no more than five (5) feet from the front of the house and no more than three (3) feet from sidewalk leading to the front door.

Alternatively, the display of one (1) United States flag and/or one (1) State of Nevada flag is permitted from a window, ledge, sill railing, patio, terrace, garage door, or balcony of a unit or an exterior limited common element that forms a part of the boundaries of a unit, whether or not the flag is displayed from a flagpole or staff. The display must not pose a real and substantial danger to health or safety.

2. In addition to the display of one (1) United States flag and/or one (1) State of Nevada flag, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day owners/tenant(s) may also display one (1) official flag that represents the United States Army, Navy, Air Force, Marine Corps, Coast Guard, or the POW/MIA Flag. The display of such flags must in conformance with the restrictions applicable to the United States flag and the State of Nevada flag as set forth above in Rule E(1.).

F. **GARAGE SALES** (NRS 116.3102, 116.31031, 116.31065; CC&Rs §§ 4.18, 10.1, 11.24; Bylaw § 8.1(a)):

1. Garage sales are limited to no more than two (2) per household, per year as scheduled by the Association.

G. **LEASING** (NRS 116.3102, 116.31031, 116.31065; CC&Rs §§ 4.18, 10.1, 11.18; Bylaw § 8.1(a)):

1. All leases must be in writing and shall not be for a term less than ninety (90) days.
2. All owners must provide their tenants/leasees with copies of the Association's Governing Documents, including these Rules and Regulations.

H. **LOT IMPROVEMENTS** (NRS 116.3102, 116.31031, 116.31065; CC&Rs §§ 4.18, 10.1, 11.2, 11.4, 11.6, 11.9; Bylaw § 8.1(a)):

REFER TO THE ASSOCIATION'S ARCHITECTURAL STANDARDS AND GUIDELINES for matters on antennas/satellite dishes, artificial turf grass, exterior painting schemes, flag poles, gazebos, ground cover requirements, jacuzzi/pools, landscape conversions, permanent basketball equipment, shutters, sidewalk/driveway resurfacing, solar equipment, tuff sheds/utility buildings, wind energy devices, and window coverings.

I. **MAINTENANCE OF LOTS** NRS 116.3102, 116.31031, 116.31065; CC&Rs §§ 4.18, 10.1, 11.7; Bylaw § 8.1(a)):

REFER TO THE ARCHITECTURAL STANDARDS AND GUIDELINES.

J. **NUISANCES** (NRS 116.3102, 116.31031, 116.31065; CC&Rs §§ 4.18, 10.1, 11.8; Bylaw § 8.1(a)):

1. Residents are asked to be considerate of those living near to you and to keep noise levels as low as possible. Nothing that disrupts the tranquility or interferes with the quiet enjoyment of other residents shall be permitted.
2. No odors shall be permitted to arise from a lot or resident's activities to render any lot unsanitary, unsightly, offensive, or detrimental to any other lot or the owner thereof; and no nuisance shall be permitted to exist or operate upon any lot to be offensive or detrimental to any other lot or to the owner thereof.
3. Without limiting the generality of the foregoing provision, no external speakers, horns, whistles, bells, or other sound devices, except devices used exclusively for security purposes, shall be located, used, or placed upon any lot. No owner shall permit anything or condition to exist on any lot which shall induce, breed or harbor infectious plant diseases or noxious insects; and no noxious or offensive trade or activity shall be carried upon any lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Association.

K. PERIMETER BLOCK WALLS (CC&R § 11.14):

1. For ease of reference, CC&R § 11.14 is repeated below in its entirety with emphasis added:

There are block walls and/or fences around the Project which were constructed or are to be constructed by Declarant and are subject to this Declaration as well as certain easements of record in favor of Declarant and/or the City. It shall be the duty of every Owner of a Subdivision Interest, subject to Section 5.12 of this Declaration, to maintain and repair those walls and/or fences and, if necessary, replace the walls and/or fences as originally constructed, all at such Owner's sole cost and expense. **No changes or alterations, including, without limitation, temporary alterations (e.g., removal for construction of pool) shall be made to the perimeter walls and/or fences. It shall be the duty of each Owner of a Subdivision Interest on which a block wall and/or fence is located to maintain that wall and/or fence and to obtain and maintain in force property and casualty insurance on a current replacement costs basis on such block walls and/or fences.** If an Owner fails to repair or replace such block wall and/or fence in accordance with this Section within ninety (90) days after the occurrence of any damage thereto, the Association shall be entitled to repair such damaged block wall and/or fence, in which event any insurance proceeds an Owner may receive for any damage or destruction to the block wall and/or fence located on his or her Subdivision Interest shall be paid to the Association which shall as promptly as practicable and in a lawful and workmanlike manner restore and repair the block wall and/or fence to its former condition. If an Owner fails to reimburse the Association the cost of such repairs, then the Association shall have the right to place a lien upon the Subdivision Interest of such Owner in an amount equal to the costs of such repairs, which shall be enforceable in accordance with the procedures described in Article 3 for unpaid assessments. The Association is hereby granted a right and easement over, under, upon and across each Subdivision Interest wherein the aforesaid perimeter block wall and/or fence is located for the purpose of exercising its rights under this Section 11.14 and under Section 5.12.

2. Wall Repair Guidelines for Perimeter Block Walls

- i. "Perimeter wall" defined: All white block walls directly facing a sidewalk and or street. These are not the walls between home.
- ii. Perimeter walls that not in compliance with HOA CC&R's, include, but are not limited to walls with defects/damages as follows:
 - a. Holes or other actual deterioration/crumbling/erosion of wall.
 - b. Efflorescence and or stains on the walls.
 - c. Discoloration of paint on the wall; and
 - d. Walls with non-compliant paint color (compliant/required paint color is **Sherwin-Williams INCREDIBLE WHITE** paint or stain. Recommended product is H & C Colortop concrete stain Product Number 20-101214 tinted to SW 7028. Contact management with any questions regarding compliant paint colors.)
- iii. Repairs and maintenance should be made in a consistent and timely manner in accordance with CC&R section 11.14 and the respective homeowner's responsibility to maintain and repair walls as originally constructed, all at such Owner's sole cost and expense.
- iv. Use compliant paint color

L. RESIDENTIAL USE (CC&R § 11.1)

For ease of reference, CC&R § 11.1 is repeated below in its entirety with emphasis added:

Except as provided in Article 7 and Section 11.12, with respect to Declarant, each Subdivision Interest shall be used for private, one-family residence purposes exclusively. **No part of the Project shall be used or caused, allowed or authorized to be used in any way whatsoever, directly, or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose, without the prior written consent of the Board.** In deciding whether or not to permit an otherwise nonconforming use hereunder, the Board shall consider the potential effect upon traffic in the Project and interference with or annoyance of neighbors; notwithstanding the foregoing, a nonconforming use shall never be permitted unless such use is incidental to the residential use of the Subdivision Interest and is permitted by applicable law.

M. SIGNS (NRS 116.3102, 116.31031, 116.31065; CC&Rs §§ 4.18, 10.1, 11.11; Bylaw § 8.1(a)):

1. A maximum of one (1) **security sign** is permitted on the front yard of the lot without the prior written consent of the ARC. Security signs may not exceed 8"x8" and may be placed no more than three (3) feet away from the house and no more than three (3) feet above the foundation level. Two (2) additional 4"x4" security decals may be attached to the windows of the house.
2. One (1) conventional **"for sale" or "for rent" sign** ("Realty Signs") no larger than two feet (2') by two feet (2') may be erected or maintained on the front yard of the lot without the prior written consent of the ARC. Realty Signs must be of professional quality and of weather resistant material. "Sold" signs may not be displayed for more than thirty (30) days after the sale of the home.
3. An Owner or an occupant of a lot may exhibit one or more **"political signs"** on their lot without the prior written consent of the ARC, 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 posting 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. The term "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.

N. TEMPORARY APPARATUS:

REFER TO THE ARCHITECTURAL STANDARDS AND GUIDELINES.

O. TRASH (NRS 116.3102, 116.31031, 116.31065, 116.332; CC&Rs §§ 4.18, 10.1, 11.20; Bylaw § 8.1(a)):

1. Receptacle or receptacles sufficient for the deposit of all garbage, rubbish and/or dirt from a lot, shall on each collection day as prescribed by the city or its contractor, be placed in an accessible pickup location no earlier than twelve (12) hours prior to the regularly scheduled collection hours and must be removed and stored as further addressed herein no later than twelve (12) hours subsequent to the regularly scheduled collection hours.
2. No single receptacle shall have a capacity in excess of ninety-six (96) gallons. When not in use,

containers must be stored in the rear or side yard of the unit, and in such a manner that the containers are screened from view from the street, a sidewalk, or any adjacent property and kept in a sanitary condition. Residents are responsible for picking up their trash if it is spilled, blown, or otherwise deposited onto a common area, and disposing of it in a proper container or receptacle.

3. To prevent trash, garbage and refuse from being scattered plastic bags must be tightly tied and placed in trash/garbage cans before the trash/garbage containers are placed for scheduled pick up.
4. As an exception to the use of receptacles as described above, trash bags and/or lawn bags made of a substance sufficiently strong so as not to rip and tear may be utilized for cut grass, leaves and other solid and naturally occurring waste or rubbish, i.e. not indoor/common household waste or rubbish, so long as said bags are properly closed and tied so that nothing contained therein may spill from said bag.
5. Tree and yard trimmings susceptible to being bundled may be bundled if securely tied. Such bundles shall not exceed five feet in length, nor weigh more than seventy-five (75) pounds.

P. UNSIGHTLY ARTICLES (CC&R 11.20):

REFER TO CC&R § 11.20.

Q. COMMERCIAL VEHICLES AND RECREATIONAL VEHICLES (NRS 116.3102, 116.31031, 116.31065, 116.350, 487.038; CC&Rs §§ 4.18, 10.1, 11.19; Bylaw § 8.1(a)):

For ease of reference, CC&R § 11.19 is substantively repeated below in its entirety along with additional statutory regulations, and rules and regulations established by the Board:

1. “Commercial Vehicles” and “Recreational Vehicles” (as those terms are defined below) shall be subject to the following prohibitions and restrictions:
 - (a) As used herein the term “Commercial Vehicle” shall be defined as: (i) any vehicle with a sign displayed on any part thereof advertising any kind of business or other venture; or (ii) any vehicle on which racks, materials, ladders and/or tools are visible; or (iii) any vehicle with a body type normally employed as a business vehicle whether or not a sign is displayed on any part thereof; or (iv) a truck of greater than one (1) ton capacity; (v) a van other than one used solely as a family passenger van; or (vi) a bus. A Commercial Vehicle may be defined as such even if the vehicle does not have a commercial license plate.
 - (b) As used herein, the term “Recreational Vehicle” shall include, without limitation, motorhomes, buses, trailer coaches, trailers, boats, or other watercraft, aircraft, or campers.
 - (c) No Commercial Vehicle or Recreational Vehicle may be parked on any Subdivision Interest or within the Project (unless the entire vehicle is located within a garage) except as permitted below:
 - i. A Commercial Vehicle not owned or operated by an Owner or an occupant of a Subdivision Interest may be parked temporarily in the driveway of any [unit] during such time as the operator of such Commercial Vehicle is delivering goods or providing services to the Owner or occupant of the Subdivision Interest.

- ii. Recreational Vehicles owned by an Owner or occupant of a unit may be parked on the driveway of the [unit] while the Recreational Vehicle is being loaded or unloaded, for a period not to exceed forty-eight (48) hours. But for the exception provided in this section, no boat, camper, recreational vehicle, trailer, van, or motor vehicle of any type other than a standard automobile may be stored or parked on any lot other than in the garage, except temporarily for the purpose of loading and unloading.

In addition, no Commercial Vehicle, Recreational Vehicle or any automobile, van, motorhome or truck or equipment, may be dismantled, repaired, or serviced on: (i) any [lot] visible from adjoining property or public street; or (ii) any part of the Project. Furthermore, no portion of any vehicle parked on any driveway shall be parked on any portion of the sidewalk, curb, or private roadway or in any area between the private roadway and sidewalk.

2. In accordance with NRS 116.350, in addition to exception set forth above in Rule R(1)(c)(i), the following Commercial Vehicles are permitted to be parked on or near the driveways of the homeowners or tenants in the community:
 - (a) Servicing Lot: Utility service vehicles that are temporarily parked on or near any Unit for the sole purpose of serving such Unit are exempt from this restriction provided the weight of vehicle servicing Unit must not exceed 20,000 lbs.
 - (b) Residents' Emergency/Utility Service Vehicles: Residents may park certain vehicles within Association common areas designated for parking when such vehicles are necessary for the provision of emergency or utility services and the following conditions are met:
 - i. Subject to Proof: Residents must provide written proof from their employer that the person qualifies to park the vehicle under this exception.
 - ii. Utility Service Vehicles:
 - a. Vehicles weighing 20,000 lbs. 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.

R. **PARKING REGULATIONS** (NRS 116.3102, 116.31031, 116.31065, 116.350, 487.038; CC&Rs §§ 4.18, 10.1, 11.19; Bylaw § 8.1(a)):

1. All vehicle operators must comply with posted speed limits.
2. Parking on driveways and streets is only permitted for excess operational vehicles. Inoperable vehicles may not be stored in driveway or street, they must be stored out of sight.
3. Parking on front yard landscape/rockscape areas is prohibited.
4. No vehicle or other equipment may be dismantled, repaired, or serviced on any lot except in the garage. Leaks from vehicles in the street and on driveways must be cleaned up within twenty-four (24) hours.

S. **SOLAR PANELS AND SATELLITE RULES** (47 CFR § 1.4000; NRS §§ 116.3102, 116.31031, 116.31065; CC&Rs §§ 4.18, 10.1, 11.4, 11.23; Bylaw § 8.1(a)):

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):
 - (a) The dish must be installed in a professional manner and cord, cables, wires, and dish properly mounted and secured.
 - (b) Cable, cord, or wiring must not be draped, strung, or hanging in a manner that is visible from the street fronting unit.
 - (c) Cable, cord, or wiring should match the existing building colors.

- (d) The dish must be located in the most discrete location possible, which is not visible from the street in front of the residence so as to avoid being detrimental to the appearance of the surrounding area of the Association.
 - (e) 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 residence, 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.
2. 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.
 3. 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.
 4. Solar Energy System: The solar panels must be installed in the most discrete location possible, which is not visible from the street in front of the residence so as to avoid being detrimental to the appearance of the surrounding area of the Association. In the event that the installation, maintenance or use of the solar energy system, requires it to be placed in an area (to ensure proper functioning) where it may be seen from the street in front of the residence, the solar energy system may be located in a less discrete location. In such a case, however, the Owner or Resident must provide written documentation from a licensed solar energy system installation company that installation in the less discrete location is required to prevent the impairment of the installation, maintenance or use of the solar energy system, including, but not limited to the efficiency or performance of the system. However, if the solar energy provider indicates that a number of locations may allow proper functioning of the solar system, the ARC may select the particular location where the solar panels may be installed.

**ELDORADO NEIGHBORHOOD SECOND HOMEOWNERS ASSOCIATION COMPLAINT
FORM**

This is the accepted method for residents to report in writing any non-compliance issues observed by a resident.

DATE: _____

1. PERSON MAKING REPORT

NAME: _____

ADDRESS: _____

PHONE: _____

2. DESCRIPTION OF VIOLATION

DATE: _____

TIME: _____

LOCATION: _____

DESCRIPTION OF VIOLATION:

3. VIOLATOR INFORMATION:

NAME: _____

ADDRESS: _____

4. WITNESS

NAME: _____

ADDRESS: _____

PHONE: _____

Return to: ELDORADO NEIGHBORHOOD SECOND HOMEOWNERS ASSOCIATION
C/O THE CURRENT HOA MANAGEMENT COMPANY