

WEST END HOMEOWNERS ASSOCIATION

PARK RULES AND REGULATIONS

Purpose

The purpose of this policy is to address the usage of the common areas by community residents and guests.

Definitions

Common Area - All property within the boundaries of the Association which does not belong to an individual or individuals and which is available for use by all Residents of the Association. This includes items such as pathways, streets, lighting fixtures, park benches, street signs, sidewalks, and parks, including structures built within those parks.

Guests, Invitees - Each and all of the following: Tenants, guests, vendors, agents, employees, suppliers, and Contractors (and family members, employees or agents of any of this list).

Owners - One or more persons, which may include the Declarant or a Participating Builder, who hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation (such as a bank holding a security interest in a Lot related to a mortgage on the Lot).

Residents - Any person who is physically residing in a Dwelling within the Community.

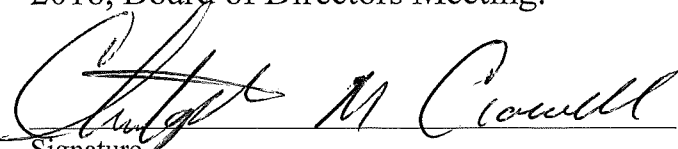
Tenants - One or more persons residing in a Dwelling within the Community by means of a lease between an Owner and the Tenant.

Guideline:

1. NOISE must be kept to a reasonable level so as not to disturb neighboring homeowners during park hours.
PARK HOURS are:
 - 8 AM - 10 PM Sunday through Saturday
2. Quiet Hours - During these hours many people in the community may be sleeping or preparing to retire, so those using the Common Area Parks are to be especially mindful of this. **QUIET HOURS are:**
 - 10 PM to 8 AM – Sunday through Saturday
3. DAMAGES AND MISCONDUCT: Owners/Residents shall be held responsible both personally and financially for any damage and misconduct caused by Owner/Resident, his/her guests, family members and/or tenants.
4. Residents and their Guests must deposit all trash in trash receptacles and clean up after themselves prior to leaving the area.
5. Only battery operated radios, stereos and TV's with headphones are allowed in common area. Such equipment, when played at a volume that is disturbing to others in the area is strictly prohibited.
6. NO ALCOHOLIC beverages are allowed in these areas without prior permission of the Board of Directors. No glass containers are allowed in any of these areas.
 - SERVING to and/or HANDLING of alcohol by MINOR is NOT PERMITTED
7. Behavior which could threaten the safety of oneself or others is strictly prohibited.
8. Each household may bring no more than four (4) Guests at any one time to these areas without prior permission of the Board of Directors.

9. ALL GUESTS must be accompanied by an Owner/Resident at all times in these areas.
10. No pets are allowed unless they are restrained by a leash. Pet owners are required to pick up after their animals. Pet owners are responsible for their pet's behavior at all times.
11. No motorized vehicles of any kind may be operated in the park with the exception of those necessary to the performance of maintenance duties.
12. No gas-powered vehicles are permitted in the park.
13. No fires are allowed.
14. No camping/lodging or golfing is allowed.
15. No fireworks, firearms or weapons of any type are allowed. No illegal activities are allowed.
16. No political, commercial or business activity is allowed. Sales of any kind are prohibited.
17. Skateboards, roller blades, roller skates and bicycles are allowed ONLY on the concrete areas in the park and NOT on any park equipment.
18. Use of common areas for Owners/Residents are on a first come first serve basis but any Association events take priority over any Owner/Resident uses.
19. If an Owner/Resident wishes to use a common area to host an event, they must submit a Common Area Use Request Form along with proof of liability insurance and refundable security deposit.
20. Bounce Houses or other inflatable equipment is permitted in park areas only. Owner/Resident must submit Common Area Use Request Form along with proof of liability insurance and refundable security deposit.
21. All Common Area Use Request Form, proof of liability insurance and refundable security deposit must be submitted at least 2 weeks before the scheduled event.
22. Security deposit are the following:
 - General use of common area \$50
 - Use of common area with Bounce Houses or other inflatable equipment \$100
23. Usage of common area for private usage without prior permission from the Board of Directors and completion of Common Area Use Request Form will result in security being contacted and event being terminated.
 - 1st offense – Warning
 - 2nd offence - \$50 fine
 - 3rd and further offences - \$100 fine

These Park Rules and Regulation were adopted by the Board of Directors at the February 6, 2018, Board of Directors Meeting.


Signature _____ Date 2/13/18

WEST END HOMEOWNER ASSOCIATION

Common Area Use Request Form

West End Resident Name: _____

Address: _____

Email: _____ Phone Number: _____

Application Date: _____

FUNCTION INFO:

Nature of Event: _____

Event Date(s): _____ Event Times: Begin _____ am/pm End _____ am/pm

Number of guests expected: _____ Number of residents expected: _____

Will Alcohol be served: Yes or No

****NO GLASS CONTAINERS
ALLOWED****

****ORGANIZED EVENTS AND SPORTS TEAMS MUST BE PRE-APPROVED****

LOCATION OF EVENT:

☐ Large field area (Along Abby View St)

☐ North West Small field area (Harley Cross Ct)

☐ North East Small field area (Old Compton St)

☐ Other, specify location: _____

PRIOR TO YOUR EVENT:

Please fill out this form completely. Your **signature and proof of liability insurance** is required to process the application. As the host of the event, you **MUST BE PRESENT** from the beginning of the event prior to the arrival of the people attending your event till the conclusion of your event.

GUIDELINES

- 1) You agree to comply with all the guidelines outlined above for organized use at West End.
- 2) You agree that after one warning regarding the behavior of the invitees of the event, and if behavior is deemed unruly or threatening to the enjoyment of the other HOA members and has not been corrected, the second warning will result in the event being terminated.
- 3) At any disturbance regarding property destruction including vandalism, trash etc., the event will be terminated.
- 4) I understand that I am responsible for any damage or disturbance caused by my event or guests at the event.
- 5) I understand this is a community park and other homeowners may use the park and park use is at a first come first serve basis
- 6) Residents and Guests age 16 and under must be accompanied by an adult.
- 7) West End HOA is not liable for any injury or damage resulting from the event.

As the sponsor, I accept full responsibility for any and all damages or theft and agree to pay West End HOA for any replacement costs. I will not hold West End HOA responsible and further assume all liability for any physical harm suffered or any property damages incurred from activities related to the event. All outdoor common areas will remain open to West End HOA Members during your scheduled event. West End HOA cannot be held responsible for Acts of God.

SIGNATURE

DATE

Submit your completed request and proof of liability insurance to:

West End Homeowners Association
7571 Tule Springs Road
Las Vegas, Nevada 89131
Phone: 702-655-7064
Fax: 702-655-7051

For Office Use Only:

Date Application Rec'd: _____

Signature of representative: _____