

**SUNNYBROOK/
SHADOW CREEK
MANOR
HOMEOWNERS
ASSOCIATION**

RULES

REGULATIONS

AND

FEE SCHEDULE

ADOPTED

June 1, 2006

SUNNYBROOK/SHADOW CREEK MANOR HOMEOWNERS ASSOCIATION

Rules and Regulations

Please read and keep this document. Owners are responsible for knowledge of the contents and observances of the Rules and Regulations as set forth.

NOTE: The term "Owner" as used in these Rules and Regulations apply to tenants, residents, and guests.

INTRODUCTION: The Board of Directors of the **Sunnybrook/Shadow Creek Manor** Homeowners Association, pursuant to Nevada Revised Statutes Chapter 116, has the authority and the responsibility to conduct, manage and control the affairs and business of the **Sunnybrook/Shadow Creek Manor** Homeowners Association, and to adopt, amend, repeal and enforce reasonable rules and regulations for the Association property. The Board also is responsible for enforcing the Covenants, Conditions and Restrictions (CC&Rs) found in the declaration.

These Rules & Regulations are intended as a supplement to the Covenants, Conditions and Restrictions (CC&Rs) of the **Sunnybrook/Shadow Creek Manor** Homeowners Association. In addition to these Rules and Regulations, the Association's CC&Rs impose certain restrictions and obligations on the homeowners, tenants, and their guests.

COMMON AREA USE

The developer has provided and the Association will continue to maintain common areas which include entry gates, streets and park area as shown on the recorded subdivision plat map.

- A. Common areas that are open for resident's use include streets, parking areas, and park. Sidewalks are for pedestrian use only.
- B. Common areas may not be used for storage purposes, or in any manner, which would increase the rate of insurance.
- C. No activity is permitted which causes damage to or defaces common areas and improvements thereon. Individuals responsible for any such damage will be expected to reimburse the Association for all expenses incurred in the replacement or restoration of damaged items.
- D. No planting may be done in the common area by any owner, except at the direction of the Board of Directors.

- E. No loitering is allowed in any common area. No loitering by owners/tenants, their dependents, guests, or otherwise causing disturbance in or around the homes of other owners or tenants.
- F. No loitering is allowed in any parking areas, parking lots, park area or around any vehicles.

I. VEHICLES AND PARKING RESTRICTIONS

1. PRIVATE VEHICLES

A. **MAXIMUM SPEED LIMIT IS FIFTEEN (15) MILES PER HOUR THROUGHOUT THE PROPERTY.**

- B. All vehicles parked within the community area must display currently registered license plates.

Non-compliance with the above requirements may subject the vehicle to towing at the owner's expense.

- C. No owner or resident shall park, store, or keep in site of other residents in the **Sunnybrook/Shadow Creek Manor** Homeowners Association community any vehicle used for commercial purposes (including, but not limited to, any vehicle with three or more axles, and/or displaying commercial license plates, equipment racks, dump truck, cement mixer, fuel truck, delivery truck, pickup or van). The foregoing excludes trucks up to $\frac{3}{4}$ ton, when used solely for everyday type transportation, which are never used for commercial purposes and are parked in compliance with the CC&R's and the Rules and Regulations. No owner or resident shall park, store, or keep in site of other residents in the Sunnybrook/Shadow Creek Manor Homeowners Association community any vehicle or vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Board of Directors. The Sunnybrook/Shadow Creek Manor Homeowners Association shall have the right to tow vehicles parked in violation of the CC&R's and/or the Rules and Regulations in which case the owner of said vehicle shall be responsible for payment of towing, impound fees and such other fees or fees as may be imposed by the towing company and/or the Board of Directors.

EXCEPTION: A 24-hour parking rule applies to vehicles used for the express purpose of loading and unloading.

- D. Repairs and restoration of vehicles are not allowed in site of other residents in the **Sunnybrook/Shadow Creek Manor** Homeowners Association Community.
- E. Recreational vehicles (RV's) are not allowed to be parked on the streets in the **Sunnybrook/Shadow Creek Manor** Homeowners Association community. Recreational Vehicles are defined as motor homes, buses, trailer coaches, trailers, boats, water craft, aircraft and campers.

- F. Licensed motorcycles anywhere in the community shall operate at low rpm engine speed to minimize noise pollution.
- G. Vehicles, which leak fluids, are not permitted to park on the streets. Any fluids that are leaked onto the streets must be removed immediately. Any cost of pavement repair and/or clean-up caused by leaking fluids will be the responsibility of the homeowner.
- H. **NON-PERMITTED VEHICLES:** Non-permitted vehicles are defined as any and all vehicles, other than those defined above as permitted, vehicles are not allowed to be parked or stored on the streets of the community.
- I. **ABANDONED VEHICLES:** A vehicle shall be deemed abandoned and towed within forty eight (48) hours of a notice posted thereupon if:
1. The vehicle is in a state of disrepair rendering it incapable of being driven in its present condition.
 2. The vehicle is parked on the street and has not been used or moved for seven (7) consecutive days or more. Exceptions can be made at the discretion of the Board of Directors, by contacting the Association, for legitimate reasons such as vacations.
 3. The vehicle does not have current registration plate or is unlicensed, is inoperable or disabled, is not permitted to park anywhere on the property.
 4. The acts of the owner and condition of the vehicle indicate that the vehicle has been abandoned.
- J. Vehicles of any type are restricted to the streets and parking areas of the Association property unless specifically authorized by the Board of Directors and/or its agents, and then only for Association purposes. There shall be no parking or driving of any vehicles on any other portion of the common property. Any vehicle that is parked, maintained, or stored on common area other than a designated parking area may be removed by the Association without notice to the vehicle owner and at the owner's expense.
- K. Maintenance or storage of non-permitted vehicles on any portion of the common property, including streets and parking lots, is expressly prohibited, except that commercial vehicles may park on streets for their normal commercial purposes, so long as such parking is only for the period of time necessary to provide the commercial services requested by unit owners, residents or the Board of Directors.
- L. Vehicles shall not be parked, maintained or stored in a manner which interferes with ingress and egress to and from a driveway, parking spaces or other common property. Any vehicle that is parked in violation of this section is considered to be interfering with ingress and egress to and from a unit for the protection, health, safety, comfort and

welfare of the respective family residing therein, and may be removed by the Association without notice to the vehicle owner of said vehicle and at the owner's expense.

- M. The Association or its agents, when apprised of a possible violation of any of the previously noted rules shall investigate and determine whether a violation has occurred. If the Association determines that a violation has occurred, it may take any and all action necessary to correct the problem.
- N. The Board of Directors is hereby authorized to execute a contract with an appropriate company or individual to effect removal of vehicles pursuant to these Rules and Regulations.
- O. The Board may designate a person, persons, or committee to make determination of violations and to place stickers and notices on vehicles. Members of the Board of Directors or its agent shall notify the appropriate companies or individuals regarding removal of vehicles from the property.
- P. The Board may designate local police authorities the right to issue parking tickets to violators of these guidelines.

II. TOWING PROVISIONS

- A. Any failure to protest a Notice of Violation under these rules or failure to request a hearing may be deemed an admission of the violation and may result in costs and expenses being assessed to the Unit owner as set forth in the Rules and Regulations regarding enforcement.
- B. In addition to providing notice of any violation in accordance with the above provisions the board may, but is not obligated to, take any or all of the following actions.
 - 1. Record, to the extent possible, the vehicle ID number, license number, sticker, date of violation, type of violation and vehicle owner, on a permanent record of violation. All violations shall be kept in a manner designated by the Board.
 - 2. Identify or attempt to identify the Unit owner whose vehicle is causing the violation or whose guest is causing the violation.
- C. In addition to the other provisions for enforcement contained herein and in the Rules and Regulations regarding enforcement, the Board shall have authority to tow vehicles which are parked in violation of these rules under the following circumstances:
 - 1. When a vehicle is parked in a fire lane, or is parked in a manner which presents an immediate danger to the property or to the health and safety of any person therein, or is in violation of the Rules and Regulations of the **Sunnybrook/Shadow Creek Manor** Homeowners Association, the vehicle may be towed without notice to the vehicle owner.

- D. Any time a vehicle is towed pursuant to these Vehicle Rules, all costs and expenses incurred shall be assessed to the owner. In the event the vehicle owner is a Unit owner, the costs and expenses may be assessed to the owner as a common expense.
- E. Notices and authorization to tow:
1. The Board or its duly authorized agents shall notify the appropriate towing company to remove the vehicle(s). In addition, when any tow is authorized under these rules, the agents for the **Sunnybrook/Shadow Creek Manor** Homeowners Association may notify local police to provide them with the appropriate information concerning the tow and to request their assistance in order to ensure that no breach of the peace will occur.
 2. All towing shall be authorized on an individual basis only; there shall be no general authorization given to a towing company to tow unauthorized vehicles or vehicles which are parked in violation of these rules.
 3. The Board may enter into an agreement with an appropriate towing company or individual to effect removal of vehicles pursuant to authorization under these Vehicle Rules.

III. ASSESSMENT FEES AND DELINQUENCY POLICY

A. Assessment Fees:

By acceptance of a deed to a lot within the community, each Unit owner has agreed to pay the Association:

1. Annual assessments for common expenses (i.e. Association Dues), Special Assessments, Capital improvement assessments (a charge for reconstruction or additional improvements of common elements), penalties and fines which have been levied.
2. Checks are to be made payable to Sunnybrook/Shadow Creek HOA.
3. Association dues should be mailed directly to the association's business address.

Annual assessments are determined by the annual budget which is approved by the Board of Directors. Assessments, interest, costs and attorney's fees for the collection thereof shall be the obligation of the owner and cannot be avoided by abandonment or by an offer to waive use of the common areas.

B. **Delinquency Policy:**

1. Payments are due on the first (1st) day of each calendar month.

2. A \$10.00 late fee will be automatically applied toward the account if the Association has not received payment by the fifteenth (15th) day of the month.
3. On the thirtieth (30th) day of the month, interest at 18% per annul will be automatically applied toward the delinquent account. A thirty (30) day delinquent notice, stating the fees and late payment currently due to the Association will be sent when assessments are not paid by the end of the month.
4. On the thirtieth (30th) day of the following month, a sixty (60) day delinquent notice will be sent with an itemized statement indicating all delinquencies.
5. On the thirtieth (30th) day of the month following the sixty (60) day delinquent notice, an "Intent to Lien" letter will be mailed informing the members that a lien will be recorded in fourteen (14) days if the account is not paid in full.
6. No earlier than one hundred four (60) days after the initial due date, the account will be sent to a collection service and a lien will be placed on the property. Additional fees will be applied toward the account.
7. The Board retains all rights and options contained in the CC&Rs for the foreclosure proceedings and any other proceeding at law or equity to which it may be entitled.

IV. SIGNAGE

- A. One (1) "For Sale" or "For Rent" sign, not exceeding eighteen inches (18") by twenty-four inches (24"), may be displayed in the Unit's window without Board approval. **ALL OTHER SIGNAGE REQUIRES BOARD OF DIRECTORS' APPROVAL.**
- B. Common Property Use – No signage may be installed on the common area property without the Board of Director's approval.

V. NUISANCES/EXCESSIVE NOISE

- A. No odor is permitted to arise from any unit. No unit at any time is permitted to be or become unsanitary, unsightly or offensive to any other owner.
- B. No noxious , offensive trade or activity shall be carried on upon a unit, nor shall anything be done which may be or become an annoyance or nuisance to Neighbors.
- C. Loud or irritating noises, external speakers, horns, wind chimes, bells, gongs or other sound devices (other than security devices used exclusively for such) are not permitted.

- D. Noisy or smoking vehicles, large power equipment or items which may interfere with television or radio reception of any owner, is not permitted to be used or located on any portion of the community.
- E. The Board shall have the right to determine, in accordance with the governing documents, the definition of a nuisance.

VI. ABANDONED PERSONAL PROPERTY POLICY

Each resident and guest is responsible for his or her own items of personal property including, but not limited to, automobiles, bicycles, toys, clothing, sporting or other recreational equipment. Any personal property left unattended on any portion of the common areas in **Sunnybrook/Shadow Creek Manor** Homeowners Association, for a period of thirty-six (36) hours or more may be taken into custody and control of **Sunnybrook/Shadow Creek Manor** Homeowners Association where it will be held for a period of fifteen (15) days. If the association's management company is not contacted by the owner, any such property unclaimed by the owner during such fifteen day period will be considered abandoned by its owner to the ownership and possession of the association to dispose of as the association sees fit. The association may, but is not required to, post notice of such abandoned property on a bulletin board by the mailbox, or in the newsletter. Any person claiming ownership of such personal property must reasonably demonstrate Unit ownership to representatives of the association by way of a description of the property and the circumstances and location of its being left unattended. A \$5.00 daily storage fee will be charged for abandoned property such as trailers, flotation devices, bicycles, etc.

VII. EXTERIOR MODIFICATIONS

- A. All exterior modifications require prior approval from the Board of Directors and/or the Architectural Review Committee. Requests should be submitted to the association's business address.

VIII. TRASH CANS

- A. Trash cans are to be stored out of sight from dawn the day after pick up and are not to be curb side prior to dusk the day before pick up.

IX. PENALTY POLICY AND PROCEDURE POLICY

ALL VIOLATIONS REPORTED TO THE ASSOCIATION MUST BE IN WRITING AND SIGNED BY THE COMPLAINANT.

Routine violations will be processed as follows:

A "Friendly Reminder" letter may be sent to remind the alleged offending member of the Association Rules. The alleged offending member is allowed five (5) days to cure the violation. THIS IS NOT A MANDATORY LETTER; an Awareness letter may be sent instead.

1. If the “Friendly Reminder” letter is not adhered to, an “Awareness” letter is sent allowing ten (10) days to cure the alleged violation.
2. If the “Awareness” letter is not adhered to, a “Complaint – Notice of Hearing” and “Notice of Defense” letter will be sent advising of possible sanctions which may be imposed if the situation is not corrected. The letter informs the alleged violator that a hearing date has been set by the Board, or a designated committee, to allow the alleged offending member to appear in person to be heard. The alleged offending Association member is required to respond in writing to the complaint by returning the “Notice of Defense”.
3. Hearing: If the alleged violating member fails to file or mail the “Notice of Defense” to the association within ten (10) days of the date of the complaint, the member has waived his rights to attend the hearing, and the Association may proceed with the meeting on the member’s alleged violation, consider all relevant evidence, and render a decision on the alleged violation without hearing from the member. A “Result of Hearing” notice is sent by the Association informing the member of the disposition of violations and sanctions, if any, and how the member may appeal. At the hearing, and within the time limits set by the Board, the accused member may present any evidence or make any statement relating to the violation either in person or in writing. Repeated offenses and/or continuing violations of the same nature by a person who has previously gone through the above procedures will automatically incur a penalty of \$100.00 per occurrence without requiring further hearings.

Upon hearing all of the evidence, the Board or its designee may, by majority vote:

- a. Find that no violation exists, or
 - b. Find that the member is in violation and impose the penalty as set forth herein.
4. In the event it is determined that a violation exists or was committed, the Board of Directors or its designee may order any or all of the following penalties:
- a. Specially assess the member according to the following fine schedule and collect such assessments as provided in the CC&Rs: \$100.00 penalty for each occurrence or \$100.00 per day, not to exceed \$500.00 per month, after notice and hearing.
 - b. Suspend or condition the right of the member to use any common area facilities owned, operated or maintained by the Association.
 - c. Suspend the member’s voting privileges.
5. If, after the hearing, the offending member refuses to abide by the decision imposed by the Board or its designee, the Association may, without further notice, elect to compel

compliance with such decision as provided for in the CC&Rs, including, but not limited to, placing a lien against the member's condominium in the Association.

X. INSURANCE REQUIREMENTS

All owners should carry a personal property and liability insurance policy. Each Unit owner should consult with an insurance professional regarding the insurance coverage which best suits the owner's needs. The Association will not be responsible for loss of personal property or separate interest property due to fire, flood, theft, or any other peril. Nothing is permitted to be kept or done within a unit or in the community that would increase or cause the cancellation of insurance pertaining to any portion of community.

XI. ENTRY GATE

The entry gate into the community is controlled and operated by a separate transmitter. All new owners/tenants must complete the "Membership Registration Information Form" and return it to the association within ten days of any changes to vehicle ownership and residency.

XII. FIREWORKS

Fireworks of any kind are strictly prohibited anywhere on the property; this includes private and common areas. The use of fireworks on the property may subject the user and/or responsible Unit Owner to a \$500.00 fine.

XIII.

FEE SCHEDULE

Gate Remote Control	\$45.00 each	
Delinquent Penalties	\$10.00	Late Fee Applied on the 15 th of the month.
	18% In	Interest Fee applied on the 30 th of the month.

Penalty Fees:

Up to \$100 per occurrence and \$100.00 per week continuing until corrected. Hearing will be offered. Penalty determined by Hearing Committee or Board.

These rules and regulations have been duly adopted at the June 1, 2006 Board of Directors meeting.