

**MILLSTREAM  
HOMEOWNERS ASSOCIATION  
Rules and Regulations**

**July 2017**

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**ATHORITY AND PURPOSE FOR THE RESOLUTION:**

WHEREAS, The Millstream Homeowners Association is a Nevada Corporation duly organized and existing under the laws of the State of Nevada; and Bylaws Article 7.1, Section .01, gives the Board rule making authority; and

WHEREAS, NRS section 116.31065 defines how those rules are to be adopted and distributed; and

WHEREAS, The Board deems it to be in the best interest of all members of the community to adopt rules and regulations and a uniform and systematic procedure for the enforcement of the rules and regulations.

NOW THEREFORE, BE IT RESOLVED that the Millstream Homeowners Association Board of Directors adopts the following policy and practice effective March 21, 2017.

**1. INTRODUCTION**

1.1 The Rules and Regulations (R&R's) set forth in this document are guided by the Nevada Revised Statutes (N.R.S.) Chapter 116, "Uniform Common Interest Ownership Act". If there is a conflict, the N.R.S 116 will apply. If not, these are the "R&R's" directing all residents (resident owners, part time resident owners, tenants and/or guests) to follow at all times. These R&R's also supplement the Millstream Declaration of Covenants, Conditions, and Restrictions (CC&R's) for the association and their amendments.

1.2 When owners rent or lease their property, it is the owners responsibility to inform their tenants of these rules and regulations and insist in writing, preferably in the lease agreement, the tenants know and understand the CC&R's, and the R&R's set forth herein. In all case evidence of knowledge and understanding of the above documents by the tenants must be provided to the management company and the Homeowners Association (HOA) within 45 days of leasing their property.

1.3 Accordingly, the R&R's are hereby implemented for the development known as Millstream Homeowners Association. These adopted R&R's shall override and/or replace all prior issued Rules & Regulations and shall cause previously adopted policies to be invalid.

## 2. REPORTING OF VIOLATIONS

2.1 Only deeded owners, registered tenants, or an agent assigned or approved by the HOA Board of Directors, may report a violation of these R&R's or any other governing documents to a board member or the association's Community Management Company. (Note : A "registered tenant" is described, for this document, to be on a lease agreement and/or an occupant authorized in writing by the owner that is current and held by the management company or the board.)

2.2 Any reported violation must be set forth in writing, and include: (a) the alleged violation; (b) the name of the individual allegedly committing the violation and/or the address or other location of the violation; (c) the name of the owner or tenant responsible for the violation (if known); and (d) the name and telephone number of the person making the complaint. Whenever possible, pictures of the event or violation should be included.

Anyone should report a witnessed criminal act immediately to the police by calling 911. The Millstream community is private property. Trespassing, jumping the walls or gates, breaking and entering, robbery, or vandalizing the property inside and outside of the walls are all criminal acts and will be prosecuted by competent authority.

2.3 The board uses the following process for action on any violation where health and safety do not override:

- a. Courtesy notice with 10 days to comply
- b. Formal notice with 10 days to comply
- c. Hearing notice
- d. Sanctions including but not limited to fines, construction penalties, special assessments, revocation of common area privileges or revocation of voting rights.

## 3. GENERAL

3.1 Common Area Damage: No activity is permitted within or upon the common area causing damage to any structure or improvements thereon. Individuals responsible for any such damage (owner, tenant, guest, agent, etc.) will be required to reimburse the HOA for all expenses incurred in the replacement or restoration of any damaged items. Examples include but are not limited to; tagging, destruction of light poles, gate, vandalizing the internal or external walls, plants, trees, watering system, pool or spa.

3.2 Offensive Behavior: Noxious, offensive, dangerous and unsafe activity creating a nuisance or annoyance to others is not permitted. The use of drones must comply with FAA standards and regulations and shall not be used in a way that constitutes a nuisance to others.

3.3 Garage Use: Garages are to be used for the purpose they were designed for i.e. vehicle parking and or storage. Garages shall not be converted to living or cooking spaces. Garages shall not be used for entertaining purposes unless the garage door is closed and noise is kept to a level that does not disturb or constitute a nuisance to the surrounding neighbors.

3.4 Noise Nuisance: Radios, stereos, TVs, musical instruments, party activities, car horns, alarm devices and any other noise sources shall be restricted at all times to a level that is not disturbing to other residents. Disturbance of the peace is initially a police matter, and the affected resident is responsible for contacting the police and reporting the incident in writing to management.

3.5 General Nuisances: No Unit may be used in any way that;  
a. May be a nuisance to occupants of neighboring Units;

- b. May be calculated to reduce the desirability of the Community;
- c. May endanger the health or safety of other residents; or
- d. May violate any law or provision of the Associations Governing Documents.
- e. The Board shall have the right to determine, in accordance with the Community's Governing Documents, what constitutes a nuisance on a case by case basis.

3.6 Signs: Except as permitted by the CC&R's, no signs, posters, notices, or advertisements of any nature shall be permitted in or affixed to any part of the common areas or any unit. Owners may place one "For Sale" or "For Rent" sign, no more than 24" 36", inside the one window of their home.

3.7 Common Area Storage: No resident shall keep or store anything in any common area. This includes but is not limited to items such as gym sets, basketball hoops, bicycles, portable swimming pools. The aforementioned items are not to be visible from the street when not in use.

3.8 Photography: No professional photography, video, or moviemaking shall be permitted in any common area without the prior consent of the Board.

3.9 Clothes Lines and Cleaning equipment: No linens, clothing, bathing suits or swimwear, curtains, rugs, mops or laundry of any kind or other articles, shall be shaken or hung from any of the windows, doors, outside patio walls or other portions of the outside of the buildings.

3.10 Association Vendors: The common areas are supported by a wide variety of vendors. These independent contractors work at the discretion of the Board of Directors. Residents may NOT discuss any issue with a vendor directly. Any problems perceived by a resident must be reported directly to the management company or any member of the board using the same format described above for violation.

3.11 Common Area Events: The Board may approve from time to time parties to be held in the common areas, clubhouse or on the street. Any owner wishing to host such a party shall submit a written request to the Board for approval.

3.12 Garage Sales: Garage sales or related type sales are not permitted except for on days designated by the Board of Directors for community wide garage sales.

3.13 Fireworks: The use of fireworks, of any kind are strictly prohibited inside the community.

#### **4. POOL & SPA USE**

Pool and spa use is strictly governed by state, county and city statutes, ordinances and rules. In the event of conflict between such laws and these rules, the provisions of the law shall apply.

4.1 Good Standing & Misuse: The swimming pool and spa area is for the use and enjoyment of all owners, (in good standing), their tenants (if in good standing), and a limited number of guests (See Rules & Regulations Section 4.18). In a case where the owner is NOT in good standing, their tenants MAY NOT use the pool or spa area. Owners are responsible for any damage or misconduct attributed to their tenants, guests and/or guests of their tenant's. Owners and or tenants not in good standing are prohibited from using the pool and spa until all issues have been resolved to the satisfaction of the Board of Directors.

4.2 Pool Hours: In most cases the pool and spa area is open 24 hours per day. "Quiet Hours" are to be observed between the hours of 10:00 p.m. and 8:00 a.m. Within these hours loud noise is prohibited. Music,

shouting, loud talking and other loud noises and/or activities shall not be made at a sound level to be heard outside of the pool/spa area. **The pool and spa will be closed from November 1<sup>st</sup> through March 31<sup>st</sup>.**

4.3 Unruly Behavior: Unruly behavior, unsafe or offensive conduct, rowdiness, unnecessary noise, or interference with other persons in the general area is prohibited. Diving, running, or pushing in this area IS PROHIBITED. Violators will face penalties which could include a revocation of privileges from the pool and spa area.

*The HOA does not provide lifeguards. All persons using the pool or spa do so at their own risk. The HOA does not assume any liability in this regard. Any lifesaving equipment and first aid supplies are for emergency use only. Using these tools for any other purpose is a violation to these rules.*

4.4 Alcoholic Beverages: No alcoholic beverages are permitted in the pool area. Glass bottles, containers or other breakable items are prohibited in pool area.

4.5 Eating & Smoking: While smoking and eating food is permitted in the pool area, smoking and eating in the water is NOT permitted nor should it be done within 4 feet of the water's edge.

4.6 Solo Bathing: Solo Bathing is prohibited.

4.7 Showering: All persons must shower before entering the pool or spa. Sun tanning oils and hair products are not permitted as they can be damaging to the water filtration system. All persons using any pool or spa must wear appropriate swimming attire; street clothes are prohibited. Nude bathing and/or skinny dipping is strictly prohibited.

4.8 Maintenance: The pool and spa area is subject to routine cleaning and maintenance. During these times, the pool and spa will be closed and anyone within the fenced in area must leave until the contractors have completed their work assignments.

4.9 Illness: Persons who are unable to control bodily functions or persons suffering from a cold, fever, cough, skin disease, sores, inflamed eyes, nasal or ear discharges, or any communicable diseases are prohibited from using the pool or spa.

4.10 Gates & Doors: Gates to the pool/spa area must remain closed and locked at all times. Propping open or climbing over any pool/spa area fence is prohibited.

4.11 Pool Equipment: Adjustment of any equipment regulating the pool and spa filtration or lights or other common area services is prohibited.

4.12 Animals: Animals are prohibited from entering the water including service animals.

4.13 Cleanliness: Towels or garments may not be hung on any pool and spa area fence. When leaving the pool/spa area, all trash and personal items must be removed upon completion of your activity.

4.14 Furniture: The patio furniture may not be placed in the water and may not be removed from the pool/spa area. Repair/replacement due to damaging of these items will be assessed to the owners responsible for any such damage. Patio furniture shall only be used in the manner for which it was intended.

4.15 Horse Play: There shall be no boisterous or rough play permitted in pool or spa area. There shall be no running on the pool deck. There shall be no bicycles, skateboards, skates, hoverboards or other similar devices permitted in the pool area.

4.16 Sud-forming products: Sud-forming products such as bubble bath, shampoo, soap etc. shall NOT be poured or applied to the pool or spa. These products are damaging to the pool and spa filtration system. In addition, this act is a health and safety violation and any fines placed on the HOA by the Health Department for any violations will be assessed to the owner found to create this violation in addition to associated repair costs, along with a revocation of pool and spa area privileges.

4.17 Parties: There shall not be any parties or gatherings at the pool unless requested in writing by a unit owner and approved by the Board. The Pool area will still be available to other residents.

4.18 Guests: Residents may have a maximum of two guests in the pool area. Guests must be accompanied by a resident when using the pool area.

4.19 Music: Sound/music playing devices shall only be used with earphones.

## **5. PARKING AND VEHICULAR RESTRICTIONS**

5.1 Properly Licensed: Owners shall not operate, store or park any unlicensed or unregistered vehicle or trailer inside the community. Vehicles and trailers must be operated by a licensed driver.

5.2 Recreational and Commercial Vehicles: No trailer, boat, recreational vehicle, or vehicles used for commercial purposes shall be parked on the streets of Millstream except as otherwise permitted in the Brahms lot. Any resident's vehicle, trailer, boat or any other recreational vehicle parked in the Brahms lot shall be approved and registered with the Association prior to being parked in the lot.

5.3 Visitor Parking: Visitors are allowed to park in the Brahms lot, without registration, for no more than 24 hours consecutively. The Association must be notified if any visitor vehicle should need to be parked in the lot longer than the designated timeframe. Any visitor's vehicle that is parked in the Brahms lot for more than 10 days in any month must be registered with the Association.

5.4 Red Zone Parking: Vehicles shall not be parked in any red zone in the community. Vehicles parked in red zones are subject to immediate towing at the owner's expense.

5.5 Garage and Street Parking: Garages shall be used for parking of at least 1 licensed vehicle. Any additional vehicles needing to be parked on the streets shall be registered with the Association prior to parking on the streets.

- a. Any resident who wishes to park additional vehicles on the street in front of their unit must first contact the Association for a parking permit. A garage inspection may be required prior to issuance of any additional permits.
- b. No more than one (1) vehicle will be permitted to park in front of any unit. All other vehicles shall be parked in the Brahms lot or outside the community.

5.6 Blocking Ingress or Egress: No vehicle shall be allowed to partially or fully block the ingress or egress to any driveway except the driveway where the owner of the vehicle resides or is visiting. Any vehicle blocking another resident's driveway ingress or egress shall be subject to immediate towing at the owner's expense.

5.7 Parking on Driveways: Parking on driveways or sidewalks is not permitted except loading and unloading and can only be parked in such manner to allow time for above stated reasons.

- 5.8 Inoperable Vehicles: Inoperable vehicles shall not be parked on the streets. Vehicles must remain in working condition and moved at least every 72 hours. Any vehicle stored in the same location more than 72 hours may be considered abandoned and subject to towing at the owner's expense.
- 5.8 Mobile Living: RVs, boats or vehicles shall not be used for sleeping or living quarters while parked in the community.
- 5.9 Vehicle Repairs: Vehicle repairs on the streets, Brahms lot or driveways are prohibited. Vehicle repairs shall be done in garages with the garage door closed.
- a. Any mechanical tools, including air and electric powered tools shall be used in a manner that does not excessively affect the quiet enjoyment of any resident. Such tool usage must comply with Clark County and Las Vegas noise ordinances.
  - b. Any stains or residual effects from malfunctioning vehicles shall be cleaned by the owner.
- 5.10 Brahms Lot Resident parking: The Brahms lot is for guest and resident parking only. Any vehicle parked in the Brahms lot must belong to an owner, registered tenant or guest of a resident. Owners who rent or lease their unit shall not use the Brahms lot for storage of any trailer, recreational vehicle or any other vehicle.
- 5.11 Parking Direction: All vehicles shall be parked in the proper direction of traffic flow with the corresponding side of the street.

## **6. TRASH DISPOSAL RULES**

- 6.1 Trash Storage: Trash, debris and other waste material are to be stored in Republic Services receptacles. Container must be screen from view when applicable. If containers are not able to be screen from view, then they must be stored against the wall of the building no more than 8 feet from the side gate. Any additional trash container screening must be approved by the Board of Directors.
- 6.2 Trash Container Maintenance: Trash containers are to be maintained in a sanitary condition so that no odors shall arise from any container
- 6.3 Trash Container Collection: Trash containers are to be placed at the curb and may not be set out earlier than 12 hours before pick up, and must be removed promptly within 12 hours after the scheduled pick up. Containers shall not obstruct any sidewalk or street when placed out for collection.
- 6.4 Loose Trash: No loose trash may be left outside a unit under any circumstances.

## **7. PETS**

- 7.1 Pet Count: Residents may keep a maximum of three (3) household pets. (Fish and birds excluded) without the prior written consent of the Board of Directors. Animals in excess to this number will be in violation of these rules and subject to fines until compliance is proven to the Board of Directors.
- 7.2 Restraints: Pets MUST be kept on a leash by a person capable of controlling the animal at all times when outside of the unit (except for backyards). Failure properly leash an animal shall cause the owner of the animal to be called to an immediate hearing for a Health & Safety violation. Pets are not permitted to be tied or affixed to any portion of the common area.



7.3 Disposal Bags: While walking a pet in the community, pet owners MUST have a waste disposal bag on their person. This bag MUST be visible so as to be seen by those nearby. Failure to immediately clean up after a pet shall cause the owner to be called to an immediate hearing for a Health & Safety violation.

7.4 Pet Nuisance: Unattended barking dogs are a major nuisance to surrounding neighbors. Owners may face penalties from the Las Vegas Animal Control if left outdoors for prolonged periods regardless if the owner is home or no. Any barking dog issues must be reported directly to Las Vegas Animal Control and a written complaint should be sent to the Homeowners Association.

## **8. UNIT AND LOT APPEARANCE**

8.1 Unightly: Residents shall maintain their property in a neat and attractive manner. No resident shall keep or store any unsightly object which is visible from the exterior of the unit.

8.2 Backyard Gate: The backyard gate must be kept in its fully closed position and latched when not in use for ingress or egress.

8.3 Holiday Decorations: Holiday decorations, lights, and other such items may be placed/displayed no more than thirty (30) days prior to the holiday and must be removed no more than thirty (30) days following the holiday and are not permitted in any portion of the common area. All such decorations shall be displayed in a manner that is neat and orderly.

8.4 Doors & Windows: Owners are responsible for the maintenance and repair of all exterior doors (including garage doors), windows, stairs, appliances, air conditioning and heating systems servicing their Units.

8.5 Owner Landscape area requirements:

- a. Residents are to maintain their backyard areas so as to keep an attractive appearance. Weeds and dead plants/bushes are to be removed immediately.
- b. Gardening and landscaping tools are to be kept out of view. Garden hoses are to be kept out of sight when not in use.
- c. Pet waste is to be cleaned routinely. Although possibly confined to an enclosed lot, pet waste should not be visible from the common area. The accumulation of pet waste is a health violation and can be considered an odor nuisance to surrounding neighbors.

8.6 Owner Window Treatment guidelines:

- a. All window coverings must have a white, brown or neutral color backing.
- b. Unacceptable window coverings are sheets, blankets, foil, newspaper, cardboard etc. Acceptable coverings include vertical blinds, mini blinds, draperies, curtains, and shutters, etc. Any coverings noticeable from the street should be maintained, cleaned, and must be replaced, if damaged, bent, and broken or sun burned.
- c. If windows have screens they must be kept in good repair. If you do not wish to have screens you are not required to have them. However damaged screens shall be replaced promptly.

8.7 Potted Plants: Residents may place a reasonable number of potted plants or other decorative items on

the front porch area of their unit. The Board shall have the right to determine, what constitutes reasonable number of decorative items on a case by case basis.

8.7 Vulgar Decorations: Decorations deemed to be vulgar or lewd by the Board of Directors must be removed immediately upon request of the Board.

## 9. RESIDENTIAL USES

9.1 Unit Renting: Owners are obligated to notify the Association when renting their unit by providing an executed lease or other similar documentation along with a Resident Information Form.

9.2 Business: No industry, business, trade or commercial activities are to be conducted or maintained at any unit in the Community. Home offices are allowed provided there is no exterior evidence thereof and clients/customers are not visiting the unit to conduct business.

9.3 Binding Agreement: Occupancy under a lease does not constitute membership in the Association, but does bind the occupant to comply with the governing documents of the Community including these rules.

9.4 Short Term Rentals: Units shall not be rented for a term of less than thirty (30) days, or used or rented for transient, hotel, or motel purposes. Timesharing of a unit is not permitted.

9.5 Dangerous Activities: No owner shall permit anything to be done or kept in his or her unit or the common area which may result in the cancellation of insurance on any unit or any part of the Common Area, or which may be in violation of any law

## 10. SATELLITE DISHES/ANTENNAS

10.1 Size: Satellite Dishes must be one (1) meter or less in diameter

10.2 Allowed Locations: Satellite dishes shall be mounted/placed only in the following locations:

- a. On the highest eve of the building. If mounted to the eve of the building, the dish must be located on the side or back eve of the unit only.
- b. On a tripod in the back yard only

10.3 Front of Unit Mounting: Satellite dishes shall not be mounted to the front of any unit.

10.4 Roof Mounting: Satellite dishes shall not be mounted onto the roof of any unit.

10.5 Perimeter Wall Mounting: Satellite dishes shall not be mounted to any perimeter wall or any shared party wall.

10.6 Surface Mounting: Satellite dishes shall not be placed in any front yard, side yard or common area.

10.7 Wires: Wires for dishes must be attached to the building at all times and must be installed in a neat professional manner. It is the owner's responsibility to maintain dishes and wires in a neat and acceptable manner.

- 10.8 Discontinuation of Service: All inactive dishes must be promptly removed from the building once service has been discontinued.
- 10.9 Repair Costs: If any dish is newly installed directly onto a roof after this resolution is put in place, the owner will be held responsible to promptly move the dish and for the damages and repair to said roof. The cost to repair said roof may be special assessed to the owners account.
- 10.10 Damage Liability: The Association shall not be held liable for any damages caused by improper installations. Such liabilities fall solely on the unit owner.
- 10.11 Building Maintenance: If the Association needs to perform maintenance to the building (painting/siding repairs, etc), the homeowner shall be responsible for and shall solely bear the cost of temporarily removing the satellite dish and wires upon 30 days written notice to the homeowner.

## **11. EXTERIOR MODIFICATIONS/ARCHITECTURAL CHANGES**

- 11.1 Additions & Alterations: Additions, alterations, improvements or changes to the exterior of a Unit require the prior written approval from the Board, which approval may be granted or withheld at the Board's discretion. To obtain prior written approval from the Board, a completed architectural request form and sketch or plan of the request must be submitted to the management company who will forward to the Board for review. The Board has (60) days to respond in writing of said request.
- 11.2 Solar Screens: Window solar screens must be white, beige or black and can be installed without prior approval of the Board.
- 11.3 Security Doors: Security doors require Board approval prior to installation.
- 11.4 Side Gate Coverings: Side gate coverings can be installed without prior approval as long as the following conditions are met:
- a. Gate screening must be made of metal mesh ONLY.
  - b. Gate screening must be painted and sized to match the gate.
  - c. Chicken wire, fabric, window screening, cardboard, wood, plastic or any other such materials are prohibited.
- 11.5 Porch Carpet: Residents may choose to install carpet on their front porch stairs without prior approval of the Board. Such carpet must be solid grey or black in color, designed for outdoor use, installed in a professional manner, and must be maintained in a neat and attractive manner.

**SUMMARY**

These R&R's are subject to changes, additions, and/or amendments by the Board of Directors. The board shall have the right, but not the obligation, to grant relief in particular circumstances from the provisions of these R&R's with a majority vote.

\_\_\_\_\_  
Board Member Signature                      Position                      Date

\_\_\_\_\_  
Board Member Signature                      Position                      Date