

**MILLSTREAM HOMEOWNERS ASSOCIATION  
REVISED RULES AND REGULATIONS**

MILLSTREAM HOMEOWNERS ASSOCIATION, a Nevada non-profit corporation (the “Association” or “Community” or “Property”), acting by and through its Board of Directors (the “Board”) hereby adopts and promulgates these RULES & REGULATIONS (the “Rules”).

The purpose of your Association is to operate and maintain the Property and assets of the Association for the mutual benefit of all Owners. Your cooperation is essential in order to accomplish these purposes; and common sense and consideration for your neighbors are the keys to its success;

Each Owner is a member of the Association, and Owner participation is both necessary and encouraged. Responsibility, cooperation, and action have many rewards. One is that the community continues to be a showcase long after all the homes have been sold because the quality of the community is preserved, maintained, and enhanced;

**WHEREAS**, the Board of Directors is authorized under Nevada Law, the Association’s Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (“CC&Rs”), and the Association’s Bylaws to promulgate rules and regulations in connection with the operation of the Association pursuant to NRS §§ 116.3102, 116.31031, 116.31065; Bylaws § 7.1.1;

**WHEREAS**, the Board of Directors has consulted with legal counsel retained to determine reasonable regulations for the imposition of the below referenced rules and regulations for the Association in order to comply with Federal law (42 U.S.C. §§ 3601 *et seq.*), Nevada law (NRS 116.001 *et seq.*, NRS 487.038), and the CC&Rs; and

**WHEREAS**, the Board of Directors has obtained the opinion of legal counsel that the adoption and imposition of rules proposed by this resolution conform to the requirements for rules adopted by community associations pursuant to NRS 116.31065;

**WHEREAS**, the rules and regulations adopted herein are in addition to the rules and regulations previously established by the Association, but should a rule or regulation previously adopted by the Association conflict with the rules and regulations provided herein, that rule shall be deemed and read to conform to and/or be superseded by the rules provided below;

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, that the Board of Directors of the Association adopts the Rules and Regulations included herein for all persons in the community;

**EFFECTIVE DATE**, in accordance with NRS 116.12065 and NRS 116.31068, 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 physical or electronic mailing address of each Unit, or to any other mailing or electronic address designated in writing by the Unit’s Owner, within thirty (30) days of the date of execution below. Said Resolution 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.

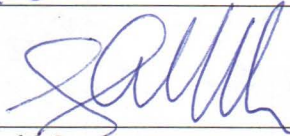
THE RULES ESTABLISHED HEREIN shall be effective and remain effective from the date set forth herein until such time as they may be amended, abolished, changed, or otherwise eliminated by the Association's Board of Directors.

INCORPORATION INTO OMNIBUS RULE DOCUMENT, subsequent to and in accordance with these Rules and Regulations, the Association may incorporate the rules and regulations set forth herein into a single, omnibus document containing other rules and regulations for the Association. The language of the Rules and Regulations must be incorporated into such an omnibus document in the same manner as it is set forth herein. Incorporation of the language of these Rules and Regulations 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 the omnibus rules to remain effective. The rules established herein 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.

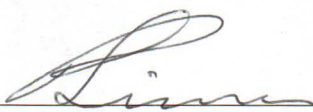
CONFORMANCE WITH NRS 116.001 *et seq.*, these Rules and Regulations were drafted in conformance with Nevada law, including, but not limited to, Chapter One-Hundred Sixteen of the Nevada Revised Statutes, as of the date of execution of this document. Further, pursuant to this statement of conformance and NRS 116.1206, these Rules and Regulations 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 these Rules and Regulations shall be necessary for such conformance.

IN WITNESS THEREOF, the Association has executed this Resolution on the 28 day of September, 2021.

By: Alenn McCallum (print)

 (sign)  
Board Member

By: P. A. Simeon (print)

 (sign)  
Board Member

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## 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 always follow. 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 Owner's responsibility to inform their tenants of these rules and regulations. Moreover, Owners shall provide to their tenant(s) copies of the Association's Governing Documents. Leases and subleases must include a clause stating that the lessee shall be bound by and obligated to the provisions of the Association's Governing Documents. Finally, Owners are to provide the Association's Management Company with a copy of the lease or rental agreement within thirty (30) days of execution along with a Resident Information Form.

1.3 Accordingly, the R&R's are hereby implemented for the development known as Millstream Homeowner's 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. DEFINITIONS [NRS §§ 116.3102, 116.31031, 116.31065; CC&Rs Article I; and Bylaws Article II]:

2.1 In General: The terms used herein shall have the same meaning established in the Association's Articles, Bylaws, and CC&Rs or as otherwise established by law. Capitalized terms herein shall have the same meaning as ascribed to such terms within the Association's Articles, Bylaws, and CC&Rs.

2.2 "Association": Millstream Homeowners Association.

2.3 "Board": Board of Directors of the Association.

2.4 "ARC": Architectural Review Committee of the Association.

2.5 "CC&Rs": Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for the Association recorded as Instrument No. 198709010000124 in the Official Records of the Clark County, Nevada Recorder's Office.

2.6 "Neighborhood": the area set forth in the CC&Rs, under the jurisdiction of the Association, located in Las Vegas, Nevada.

2.7 "Rules": the Rules and Regulations of the Association

2.8 "Member": the owner(s) of property within the Neighborhood, who automatically become Members of the Association.



2.9 “Resident”: an Owner, Tenant, or other person, including minor children living within the Association. Before privileges will be granted to Residents other than Owners, those individuals must first register with the Association.

2.10 “Homeowner” or “Owner”: person(s) holding fee simple interest of record in any Lot.

2.11 “Lessee” or “Tenant”: a person who executes a lease agreement with an Association Owner and resides within the Association. Such persons’ lease agreement must be on file before privileges will be granted. Once the agreement is on file with the Association, the Tenant whose name appears on the lease agreement will be considered registered.

2.12 “Guest” or “Invitee”: a visitor to Millstream who has been invited by a Resident and/or Owner.

2.13 “Lot”: shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties, with exception of the Common Area.

### **3. Reporting Of Violations [NRS §§ 116.3102, 116.31031, 116.31065; Bylaws § 7.1.1]:**

3.1 Only deeded owners, registered tenants, or an agent assigned or approved by the 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 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.)

3.2 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 local authority.

3.3 The Association utilizes the following procedures or processes to address non-health, safety and welfare violations:

- a. Owner/Resident receives a Courtesy Notice wherein the Owner/Resident has ten (10) days to address the violation.
- b. If the Owner/Resident does not address the violation following the receipt of the Courtesy Notice, the Association will send a Formal Notice of the violation wherein the Owner/Resident has ten (10) days to address the violation or the Owner/Resident will receive a Violation Hearing Notice.
- c. If the Owner/Resident does not address the violation following the receipt of the Formal Notice, the Association will send the Owner/Resident a Violation Hearing Notice wherein the Owner/Resident shall receive at least ten (10) days’ notice of the

scheduled violation hearing.

- d. Following the violation hearing, the Association will send the Owner a determination letter. In the determination letter, the Association will notify the Owner/Resident of the sanctions imposed by the Association which may include, but are not limited to, fines, revocation of common area privileges, or revocation of voting rights.

**4. General Rules [NRS §§ 116.3102, 116.31031, 116.31065; CC&R §§ 8.2, 8.8; and Bylaws § 7.1.1]:**

4.1 Owners Responsible for Actions of Tenants, Guests, and Residents: Owners are responsible for the actions of Tenants, Guests, and Residents of their Lots while such persons are within the Association. Owners will be held responsible for any damages to the common areas/elements and any violations of the Association's governing documents caused or incurred by the Tenants, Guests, or the Owner. Assessments for damage caused by actions of an individual will be based on the costs of repairs and replacement and labor for actual cleaning and/or repair of facilities.

4.2. Owners Responsible for their Children: Each Owner and Resident shall be accountable to the remaining Owners and Residents, visitors, Guests and Invitees, for the conduct and behavior of their children and any children temporarily residing in or visiting the Owner/Resident and for any property damage caused by such children. Parents and/or guardians will be notified by the Board of all reported infractions committed by their children and will bear the responsibility for such acts. Parents and/or guardians will be held financially responsible for any damage, mischief, or vandalism, including graffiti, caused by their children. Las Vegas Municipal Code prohibits graffiti and has classified it as a misdemeanor.

4.3 Offensive Conduct Is Prohibited: Verbal abuse, threats, physical intimidation, assault, battery, profane language, and any other similar conduct towards Members, Staff, Management, Residents, and/or Guests of the Association are strictly prohibited and constitute a violation of the Association's Rules and Regulations regardless of the intent of the acting or uttering party.

4.4 Drone Use: The use of drones shall comply with FAA standards and regulations. Further, the use of drone shall not be used in any way that constitutes a nuisance or invasion of privacy to others.

4.5 Garage Use: Garages are to be used for the purpose in which they were intended e.g., vehicle parking and/or storage of items. Except of purposes of immediate ingress and egress, garage doors shall remain closed at all times.

4.6 Noise Nuisance: Radios, stereos, TVs, musical instruments, party activities, car horns, alarm devices and any other noise sources shall be always restricted 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/or reporting the incident in writing to Association Management.

4.7 General Nuisances: No Lot may be used in any way that may be deemed a nuisance to occupants of neighboring Lots. The Board shall have the right to determine, in accordance with the Association's Governing Documents, what constitutes a nuisance.



- a. 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 the Association's governing documents.
- b. No odors shall be permitted to arise from the community so as to render any portion of the community unsanitary, unsightly, offensive, or detrimental to any other portion of the community in the vicinity thereof or to its occupants.

4.8 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, and portable swimming pools. The aforementioned items are not to be visible from the street when not in use.

4.9 Common Area Photography is Prohibited: No professional photography, video, or moviemaking shall be permitted in any common area without the prior consent of the Board.

4.10 Clothes Lines Are Prohibited: 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.

4.11 No Interference with Association 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.

4.12 Common Area Events Require Prior Approval of the Board: 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.

4.13 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.

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

4.15. The Association is Not Responsible for Personal Property: Owners, Residents, Guests, and/or Invitees are responsible for their own items of personal property, including, but not limited to, vehicles, bicycles, clothing, and sporting or other recreational equipment. Any items of personal property which are stolen, lost, or in any way damaged are the sole responsibility of the owner. The Association takes no responsibility for any personal property.

4.16. Storage of Items Left in the Common Areas: Any personal property left unattended on any portion of the common area within the subdivision may be taken into the custody and control of the Association, where it will be held for fifteen (15) days. Any person claiming ownership of such personal property being held by the Association will be required to reasonably demonstrate ownership thereof. A storage fee may be applicable if the Association incurs charges for storing the items. Any items of personal property not claimed during the fifteen (15) day period will be considered abandoned and may be disposed of as the Association sees fit.

4.17. 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 within the Association.

4.18. The Association Will Not Accept Packages: Packages that are delivered by UPS, FEDEX, DHL, US POSTAL SERVICE, etc. will not be accepted by the Association/Management staff.

4.19. Violations of Law are Prohibited: No Member or Resident shall permit anything to be done or kept on their Lot that violates any law, ordinance, statute, rule, or regulation of any local, county, state, or federal governmental authority.

4.20 No Commercial Use of Residence: 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.

4.21 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.

**5. Signage/Flag and Decoration Rules [NRS §§ 116.3102, 116.31031, 116.31065, 116.320, 116.325; CC&Rs § 8.5; and Bylaws § 7.1.1]:**

5.1. General Rule: With the exception of political and security system signs and the flag of the United States or of the State of Nevada 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 Lot or common area. Signs installed on common area will be deemed to be an unsightly article and/or abandoned property and may be removed and disposed of by the Association accordingly.

5.2. For Sale and Lease Signs: An Owner may display one (1) “for sale” or “for lease” sign, not larger than eighteen (18) inches by twenty-four (24) inches, on his or her Lot without written approval from the Board or its duly authorized agent. Signs may not be affixed within the common area, and Owners will be responsible for any damage caused by improperly installed signs. Signs must not be allowed to deteriorate to an unsafe or unattractive condition. If an Owner wishes to display a ground staked sign on the Lot, it may only be posted in the Owner’s front yard.

5.3. Political Signs: Residents may exhibit one or more political sign within the boundaries of their Lot, provided the signs are not larger than twenty-four (24) by thirty-six (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. All political signs must be removed within thirty (30) days following the conclusion of such election or ballot question.

5.4. Flag Rules: Residents may display the flag of the United States or the flag of the State of Nevada 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 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.
- d. With regard to a flag of the State of Nevada, the State of Nevada flag cannot be larger than the size of a flag of the United States that is displayed, if at all, by a Resident.

5.5. Holiday Decorations: Holiday or seasonal decorations which may be viewed from other properties may be displayed no more than thirty (30) days prior to the corresponding holiday and must be removed within fourteen (14) days following the holiday.

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

## **6. Pool and Spa Rules [NRS §§ 116.3102, 116.31031, 116.31065; and Bylaws § 7.1.1]:**

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.

6.1. Use of Pool and Spa for Members in Good Standing: The pool and spa areas are for the use and enjoyment of all residents whose unit owners are members in good standing. Owners and tenants of owners with delinquent accounts may be restricted from the pool after notice and hearing.

6.2 Owners Are Responsible for Misuse of Pool and/or Spa: Owners are responsible for any damage or misconduct attributed to their family members, tenants and guests.

6.3 Pool Hours: In most cases the pool and spa area are 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 1st through March 31st.**

6.4 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.

6.5 Use of Pool and/or Spa is At Your Own Risk: The Association does not provide lifeguards. All persons using the pool or spa do so at their own risk. The Association 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.

6.6 Alcohol is Prohibited in the Pool and/or Spa Area: No alcoholic beverages are permitted in the pool and/or spa area.

6.7 Glass Containers are Prohibited in the Pool and/or Spa Area: Glass bottles, containers or other breakable items are prohibited in pool area.

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

6.9 Users Must Shower Before Entering the Pool: 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.

6.10 Proper Swim Attire is Required: 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.

6.11 The Pool and Spa Area Will be Closed During Regular Maintenance: The pool and spa area are 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.

6.12 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.

6.13 Gates and Doors: Gates to the pool/spa area must remain closed and always locked. Propping open or climbing over any pool/spa area fence is prohibited.

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

6.15 Animals: Animals are not permitted in the pool and/or spa area, except for service and/or emotional support animals. Service animals and/or emotional support animals are prohibited from being in the pool.

6.16 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.

6.17 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.

6.18 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.



6.19 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.

6.20 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.

6.21 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.

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

6.23 Use of Telephone in Pool and/or Spa Area: The telephone installed at the pool area is for emergency calls to 911 only.

**7. Parking and Vehicular Restrictions 42 U.S.C. §§ 3601 et seq.; NRS 116.3102; CC&R Section 8.8; Bylaws Section 7.1.1]**

7.1 Parking Permits: Parking permits are issued on an annual basis or at the Board of Director's discretion, with proper notice. Permits will not be issued without proper documentation of residency. Issuance of permits shall be done at the sole discretion of the Board of Directors. Anyone wishing to obtain a parking permit must do so in writing. Failure to display a valid permit could result in the removal of the owner's vehicle at their expense. Past or fictitious permits shall be deemed invalid at the Board's discretion with proper notice.

7.2 Properly Licensed: Owners shall not operate, store, or park any unlicensed, unregistered vehicle or trailer inside the community.

7.3 Inoperable Vehicles: Inoperable vehicles shall not be parked on any street or parking area. Vehicles must remain in working condition and moved at least every 72 hours.

7.4 Parking Areas Are Not for Storage: Parking areas and spaces including, but no limited to streets and/or parking lots, shall be used exclusively for normal and regular vehicle parking. Parking areas and spaces shall not be used for storage including, but not limited to, vehicle storage. A vehicle shall be deemed to be stored in the event the vehicle is not moved in seventy-two (72) hours. Exceptions to this rule may be granted upon request made to the Association in writing. Such requests may be submitted to Association Management.

7.5 Off-Road Vehicles, Recreational Vehicles, and Similar Vehicles Considered a Nuisance Are Prohibited: No person shall park, store or keep anywhere within the Association any vehicle (which term for purposes herein shall include any vehicle, boat, aircraft, motorcycle, golf cart, jet ski, motor home, recreational vehicle, trailer, camper, other motorized item, vehicular equipment, and/or other item used in connection with or pertaining to any of the foregoing, whether mobile or not), which is

deemed by the Board to be a nuisance. The Board may take action pursuant to these rules, including removal of a vehicle or imposition of a fine, to eliminate any condition deemed to be a nuisance.

7.6 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 by the Board of Directors. 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.

7.7 Visitor Parking: Visitors are allowed to park in the Brahms lot, without permit. Any visitor vehicle parked in the streets or any parking lot, other than Brahms must display an association issued permit. Any vehicle needing to park longer than 72 hours in the community, without being moved, must be approved by the Board of Directors. Temporary Visitor Permits will be available for visitors upon written request to management. Visitor permits are good for no more than 10 days unless otherwise approved by the Board. Temporary permits will be issued on a case-by-case basis.

7.8 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 vehicles on the street must first contact the Association for a parking permit. A garage inspection may be required prior to issuance of any permits.

b. No more than one (1) permit per residence will be issued, excluding temporary permits. Any vehicle parked on the street must display a valid parking permit. Exceptions to this rule may be granted by the Board.

c. Any unit whose residents are found to be parking more than one (1) vehicle on the street or other community parking spaces on a regular basis may be subject to garage inspection.

d. All Resident vehicles must be registered with the Association whether stored in the garage or parked in the street.

7.9 Handicap Accommodations: Notwithstanding any rules or restrictions, the Board shall make reasonable accommodations to handicapped individuals as may be necessary or required by law where such individuals request such accommodation and qualify for the same pursuant to 42 U.S.C. §§ 3601 et seq.

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

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

7.12 Mobile Living: RVs, boats or vehicles shall not be used for sleeping or living quarters while parked in the community.



7.13 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. 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. Any stains or residual effects from malfunctioning vehicles shall be cleaned by the owner.

7.14 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 do not reside in the community shall not use the Brahms lot for storage of any trailer, recreational vehicle, or any other vehicle. Vehicles must be contained to one space per vehicle and must move every 72 hours unless otherwise approved by the Board.

7.15 Pool and Small Lot Parking: Pool and small lot parking shall be subject to on street parking rules. Vehicles must be operational, in working order and display a valid Millstream permit. Additionally, vehicle must be contained to one space per vehicle and must move every 72 hrs.

7.16 Parking with Flow of Traffic: All vehicles shall be parked in the proper direction of traffic flow with the corresponding side of the street.

7.17 Parking in “No Parking” or “Red Zone” Prohibited – Vehicle Subject to Immediate Tow Without Notice: No parking is allowed: 1) in front of a fire hydrant, 2) in front of any red painted curbing, or 3) in any areas posted as “No Parking”. Any vehicle parked in violation of this provision, specifically including parking in a red zone or an area posted as “No Parking,” is subject to immediate towing without warning/notice.

7.18 Other Vehicles Prohibited, Exceptions: Commercial Vehicles, Utility Service Vehicles, Emergency Service Vehicles, and Law Enforcement Vehicles may not be parked within the Association, except as provided herein.

- a. **“Commercial Vehicle” shall mean any vehicle:**
  - i. Any large, commercial-use vehicle, including, but not limited to: cement mixer trucks, fuel trucks, delivery trucks, or dump trucks.
- b. **“Utility Service Vehicle” shall mean any vehicle:**
  - i. 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; and
  - ii. Except for any emergency use, operated primarily within the service area of a utility’s subscribers or consumers, without regard to whether the motor vehicle is owned, leased or rented by the utility.
- c. **“Emergency Service Vehicle” shall mean any vehicle:**
  - i. Owned by any governmental agency or political subdivision of the State of Nevada; and
  - ii. Identified by the entity which owns the vehicle as a vehicle used to provide emergency services.

**d. "Law Enforcement Vehicle" shall mean any vehicle:**

- i. Owned by any governmental agency or political subdivision of the State of Nevada; and
- ii. Identified by the entity which owns the vehicle as a vehicle used to provide law enforcement services.

**e. Exceptions:**

- i. *Use of Commercial Vehicle for Moving:* Moving vans or trucks may be parked within the Association for the purpose of loading or unloading furniture or other household belongings into or from Units. Moving vans or trucks may be parked within the Association for a maximum of 24 hours.
- ii. *Use of Utility Service Vehicle for Employment:* Owners and tenants (not guests) may park Utility Service Vehicles in their assigned parking space only if the person is bringing the vehicle to his or her unit pursuant to his or her employment with the entity which owns the vehicle for the purpose of responding to emergency requests for public utility services and the parking of such vehicle does not violate any other provision of this policy.
- iii. *Use of Emergency Service/Law Enforcement Vehicles for Employment:* Owners and tenants (not guests) may park Emergency Service Vehicles and/or Law Enforcement Vehicles in their assigned parking space: (a) if the person is bringing the vehicle to his or her unit pursuant to his or her employment with the entity which owns the vehicle for the purpose of responding to requests for law enforcement services or emergency services; and (b) any person engaged in his or her official duties providing law enforcement services and/or emergency services, may park Emergency Service Vehicles and/or Law Enforcement Vehicles on the street, or on or near any Lot where emergency services are being provided.
- iv. *Servicing Unit/Lot:* Commercial Vehicles and Utility Service Vehicles that are temporarily parked on the street, or on or near any Unit for the sole purpose of providing services to such Unit are exempt from this restriction. No Commercial Vehicles or Utility Service Vehicles are permitted to remain parked or stored on the street overnight except as otherwise provided herein.

**Limitations:**

1. *20,000 lb. Limit:* Weight of Commercial Vehicle or Utility Service Vehicle servicing Unit must not exceed 20,000 lbs.

- f. Written Confirmation Required:** Any Owner or tenant who wishes to park a vehicle under the exceptions set forth in this Resolution, pursuant to their employment, shall provide written confirmation to the Board from his or her employer that the Owner or tenant is qualified to park his or her vehicle in the manner provided in those sections. Written confirmation must be provided prior



to parking the vehicle under the exceptions of this Resolution, and should contain a description of the vehicle being parked sufficient to allow easy identification of the vehicle.

7.19 Association's Right to Tow: The Association shall have the right to tow vehicles from common areas that are parked in violation of the Rules and Regulations and CC&Rs as follows:

**a. Towing A Vehicle Without Notice:**

- i. 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 (ex: parking/blocking the assigned space of another Resident), may be **immediately towed without notice**.

**b. Towing a Vehicle With Notice:**

- i. Except as otherwise permitted herein, 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, by affixing a sticker to the vehicle, not less than forty-eight (48) hours before having the vehicle towed.
- ii. The notice shall provide the date and time after which the vehicle will/may be towed.
- iii. 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.
- iv. 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 Association. Such notice shall apply for up to six (6) months. After the lapse of the initial forty-eight (48) hour notice, any vehicle that has been given such notice and found parked in violation of the same or similar provision of this policy may be removed without additional notice for a period of up to six (6) months, at the Board's discretion.
- v. Vehicles may be towed for a violation of the Association's parking policies, rules and regulations subsequent to being provided with notice detailed herein.
- vi. If the Association, through its agents, verifies a vehicle without current registration **does not** belong to an Owner or Resident, then the vehicle may be towed following the forty-eight (48) hour notice set forth above regardless of the number of days the registration has been expired.

**c. Additional Conditions:**

- i. The vehicle owner shall be responsible for all expenses incurred in the towing, storage, and retrieval of the vehicle.
  - ii. 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.
  - iii. 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.
1. Owners Do Not Have Authority to Authorize Towing on Behalf of the Association: Owners do not have the authority to authorize the towing of any vehicle on behalf of the Association. Owners may exercise their own rights to privately tow at their own risk.
  2. Violation Enforcement and Remedies: The Association retains the right to remove any vehicle that is in violation of the provisions contained herein or the governing documents. In addition, the Association maintains the right to institute any other enforcement procedure authorized by law, including but not limited to, the levying of fines and imposition of other sanctions. Fines may be levied against the owner of the vehicle, resident, and/or guest of the Unit associated with the vehicle in violation. Any such fine shall not exceed \$100.00. This fine limitation does not apply to violations that the Board has deemed to be a health, safety, and welfare violation.

**8. Garbage and Refuse Disposal Rules [NRS §§ 116.3102, 116.31031, 116.31065; Bylaws Section 7.1.1]:**

- 8.1. Burning of Trash or Refuse is Prohibited: There shall be no exterior burning of trash, garbage, or other refuse upon any portion of the community.
- 8.2. No Accumulation of Waste: No rubbish, debris, or animal feces of any kind shall be placed or permitted to accumulate anywhere within the community.
- 8.3. Storage of Garbage or Trash: Trash, debris, and all other waste material shall be stored in secure containers with lids of a size, type, and make regularly used for trash containment.
- 8.4. Trash Container Storage: All trash containers and recycling bins must be stored in the rear or side yard of the unit, if such locations exist, and in such a manner that the containers are screened from view from the street, a sidewalk, or any adjacent property. Trash containers must have lids, as they prevent odors and unsanitary and unsightly conditions. Trash bags must be securely tied and



placed into a trash container and not left in common area view.

8.5. Trash Container Maintenance: Trash containers and garbage cans are to be maintained in a clean and sanitary condition so that no noxious odors or conditions permit the spread or encouragement of fire, disease, or vermin or create a nuisance to the Community.

**9. Animal Rules [NRS §§ 116.3102, 116.31031, 116.31065; Bylaws Section 7.1.1]:**

9.1 Number of Animals: 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. Exceptions may be made for service and/or assistance animals when required.

9.2 Restraints: Animals MUST be kept on a leash by a person capable of always controlling the animal when outside of the unit (except for backyards). Failure to properly leash an animal may 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.

9.3 Pet Nuisance: No animal or fowl shall be allowed to make an unreasonable amount of noise or shall otherwise be allowed to become a nuisance. It is the responsibility of each Resident to ensure that animals are not making excessive noise. Barking or whining animals must be controlled so as not to interfere with neighboring rights. Excessive barking must be controlled either by supervision, training, or devices that restrict barking such as a bark restraint collar. At its discretion the Board may determine an animal to be a nuisance due to the excessive noise it is creating.

9.4 Owner Responsible for Their Animal(s): 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) and for any unreasonable noise caused by their animal(s).

9.5 Owner Responsible to Clean-up After Their Animal: Animal owners shall be solely responsible for the prompt and immediate removal of all animal waste. Animal owners shall keep their property clean and free of animal waste, so that no offensive or unhealthful condition exists.

9.6 Unattended Animals Are Strictly Prohibited: No animal is to be left unattended within the Association for an extended period.

9.7 Reporting of Animal Violations: Violations of the Association's Rules and Regulations pertaining to animals should be directed to Animal Control, as the Clark County Code and the Las Vegas Municipal Code take precedence over homeowner association rules and regulations.

**10. Lot Maintenance/Exterior Appearance Rules [NRS §§ 116.3102, 116.31031, 116.31065; CC&Rs Article VI; and Bylaws § 7.1.1]:**

10.1 Owners Shall Maintain Their Lot: 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.

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

10.3 Owner Responsible for Backyard Landscaping: Residents are to maintain their backyard areas in a neat and attractive condition. Weeds and dead plants/bushes are to be removed immediately. Gardening and landscaping tools are to be kept out of view of the Association's common areas.

10.4 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.

10.5 Potted Plants/Decorative Items: 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.

**11. Leasing/Tenant Rules [NRS §§ 116.3102, 116.31031, 116.31065; CC&Rs § 8.6; and Bylaws § 7.1.1]:**

11.1. Owners Shall Provide to Their Tenant(s) Copies of the Association's Governing Documents: Owners shall provide their tenant with copies of the Association's Rules and Regulations and CC&Rs.

11.2 Owners Shall Provide Association Management a Copy of Their Lease Agreement: Owners are to provide the Association's Management Company with a copy of the lease or rental agreement within thirty (30) days of execution along with a Resident Information Form.

11.3 Conditions of Lease: No residence may be leased for a period of less than thirty (30) days. Residences may only be leased with a written lease or sublease. No short or long-term renting of rooms or leasing of anything less than an entire residence is permitted.

11.4 Owners Responsible for Their Tenants: Owners are responsible and liable for all activities of such Owners' tenants which are in violation of the Association's Governing Documents.

11.5. Tenants Must Comply with the Association's Governing Documents: Leases and subleases must include a clause stating that the lessee shall be bound by and obligated to the provisions of the Association's Governing Documents.

11.6. Owners Who Rent Their Residence Are Not Relieved of Their Obligations Under the Association's Governing Documents: Owners who lease their residences are not relieved of their



obligations under the Association's Governing Documents.

**12. Solar Panels and Satellite/Antennae Rules [47 CFR § 1.4000; NRS §§ 116.3102, 116.31031, 116.31065; and Bylaws § 7.1.1]:**

12.1 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 areas/elements 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 a 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 where it may ultimately be installed.



12.2 Notice to ARC Committee: 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.

12.3 Exemption of ARC Approval: ARC approval is not required where the installation of a satellite dish complies with Section I 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.

12.4 Solar Energy System: 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.

12.5 Damage Liability: The Association shall not be held liable for any damages caused by improper installations. Such liabilities fall solely on the Owner.

12.6 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/or solar energy system upon 30 days written notice to the homeowner.

**13. Exterior Modifications/Architectural Changes [NRS §§ 116.3102, 116.31031, 116.31065; CC&Rs Article V; and Bylaws § 7.1.1]:**

13.1 Additions & Alterations: No building, fence, wall or other structure or improvement and no planting of trees or shrubs which would obstruct the view of or from any other Lot shall be commenced, erected, placed, altered or maintained on any Lot by any Owner until the location and complete plans and specifications showing the nature, kind, shape, height and materials (including the color scheme) have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Board or by an architectural committee appointed by the Board

13.2 ARC Submission: Additions, alterations, improvements, or changes to the exterior of a Lot require the prior written approval from the Board/ARC, 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 thirty (30) days to respond in writing of said request.

13.3 Window Screens: Window solar screens must be white, beige, or black and may be installed without prior approval of the Board.

13.4 Security Doors: Security doors require Board approval prior to installation.

13.5 Side Gate Coverings: Side gate coverings can be installed without prior approval if 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.

13.6 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.

#### **14. Penalties for Rule Violations [NRS §§ 116.3102, 116.31031, 116.31065; and Bylaws §§ 7.1.1]**

14.1 Sanctions for Violations of Rules and Regulations: After notice and hearing, penalties for rule violations may be assessed against Owners or Residents pursuant to NRS 116.001 *et seq.*, and CC&Rs Article XII

THESE RULES AND REGULATIONS MAY BE AMENDED, SUPPLEMENTED OR CHANGED AT ANY TIME WITH THE APPROVAL OF THE BOARD OF DIRECTORS AND THIRTY (30) DAY NOTICE TO HOMEOWNERS.