

**DURANGO TRAILS HOMEOWNERS ASSOCIATION**

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**RULES AND REGULATIONS**

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**REVISED 6/04**

## **PREAMBLE**

The nature of association living requires a higher degree of cooperation and thoughtfulness among residents than is customary in individual house neighborhoods. It should be the desire of all residents to maintain an attractive, congenial and pleasant living environment that protects the health safety and welfare of all residents and owners. Self-government of this community requires mature acceptance of restraints on our individual desires and lifestyles.

The Board of Directors of Durango Trails Homeowners Association (the "Association") is, by the governing documents, the Declaration of Covenants, Conditions and Restrictions, (the "CC&R's"), Bylaws, Articles of Incorporation and these RULES AND REGULATIONS vested, empowered, and charged with the duty, responsibility, and authority, to adopt and enforce RULES AND REGULATIONS governing the conduct of all persons living in, or visiting the Durango Trails Community (the "Community").

The following RULES AND REGULATIONS are adopted to protect property values, to keep the Owner's investment secure, and to ensure that all members of the Association shall have a safe and pleasant environment in which to live. Any violation of the Rules and Regulations will make the property owner subject to an assessment.

## TABLE OF CONTENTS

<u>RULE</u>	<u>PAGE</u>
1 OWNERS RESPONSIBILITY	4
2 OCCUPANCY	4
3 BUILDINGS AND GROUND	5
Buildings and Landscape	
Common Area	
Landscaping	
Modifications of Building Exteriors and Grounds	
4 STREETS AND PARKING AREAS	7
Street Use and Restrictions	
Parking	
RV Parking	
5 PETS	10
General	
Control of Pets	
6 SIGNS	11
7 ASSESSMENTS	11
8 GENERAL	12
Refuse Control	
General	
9 RECREATIONAL FACILITIES – GENERAL	13
10 POOL AND SPA REGULATIONS	13
10.1 General	
10.2 Rules	

## RULE 1

### OWNER'S RESPONSIBILITIES

- 1.1 It is the homeowner's responsibility to see that all tenants, guests, and persons inhabiting their Unit are in compliance with the Rules and Regulations of the Association as adopted in the governing Declaration of Covenants, Conditions, and Restrictions and as adopted in the following Rules and Regulations.
- a. The homeowner will be held directly responsible for such persons and for any damage to Association property that they might cause. Damage assessments will be based on cost of repairs or replacement and labor for actual cleaning and/or repair of facilities.
  - b. These Rules and Regulations do not supersede the Bylaws and/or Covenants, Conditions, and Restrictions.
  - c. Each owner shall at his own expense keep his Lot and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition.
  - d. The Association requires that a copy of every lease contain an acknowledgement by the tenant that he has received the Rules and Regulations and will abide by the same. The Board reserves the right, upon request, to examine any lease for its conformity to the CC&Rs.

## RULE 2

### OCCUPANCY

- 2.1
- a. Occupancy use is limited solely to residential purposes and no commercial activity or business of any kind shall be conducted from any portion of the residence, including all Common Areas and community facilities.
  - b. Occupancy under a license or rental agreement shall not constitute membership in the Durango Trails Homeowners Association but does bind occupant to comply with the By-Laws, CC&R's and Rules and Regulations.
  - c. No sub-tenancy of any kind shall be allowed or permitted.
  - d. A resident shall be defined as any person who spends time and parks in the Community more than three (3) days per week, whether or not they pay to live in Durango Trails.

- e. No homeowner and/or occupant shall interfere with the enjoyment, comfort, rights or convenience of any other homeowner and/or occupant.
- f. No overnight, temporary or permanent occupancy within any motorhome, recreational vehicle, camper or trailer shall be allowed on any portion of the Community.
- g. No garage, shed, tent, trailer or temporary structure of any kind shall be permitted for any purpose, except for use related to construction and/or repairs (with written Board approval). Garage sales or related type sales shall not be permitted without written permission from the Board of Directors.

### RULE 3

#### BUILDINGS AND GROUNDS

##### 3.1 Buildings & Landscape

- a. Each owner shall maintain his entire lot in a neat and orderly condition. No rubbish, weeds, debris or unsightly objects shall be placed or allowed to accumulate on a lot. This includes gravel, sand, concrete blocks or other construction material placed on the curb, street, sidewalk, etc.
- b. There shall be no household furniture or appliances used or stored on front entryway or patio areas. Patio furniture and furniture appropriate for outside use is permitted.
- c. No garbage, trash, junk, motorcycles, bicycles, toys, clotheslines, auto parts, bathing suits, towels, or anything that creates an unkempt or cluttered appearance is permitted in the front entryway or patio areas.
- d. Trash containers are to be maintained so that there is no visibility from the neighboring property except for days of collection.

##### 3.2 Common Area

- a. No activity is permitted which would damage or deface the grounds, walkways, and improvements in the Common Areas. This includes the destruction of grass, shrubs, trees, sprinklers, light fixtures, walls, and other improvements, landscaping and structures.

Individuals who are responsible for such damage to Association property will be expected to fully reimburse the Association for all expenses incurred in the replacement or restoration of damaged items. Homeowners will be held responsible

for the actions of their guests/tenants and will receive a damage assessment for their guests'/tenants' violations of the Association's governing documents.

- b. No one is allowed to play in Common Areas where flowerbeds and shrubs are growing. There will be no ball throwing or bouncing of balls off roofs, shingles or buildings.
- c. No littering allowed in the Common Areas.
- e. No motorized vehicles, horses, bicycles, skateboards, roller skates or the like are allowed on sidewalks or lawns.
- f. Feeding animals in the Common Area is not allowed. This also includes feeding the wild birds.
- g. Report promptly any damage or problems in the Common Areas to Management. This includes, but is not limited to, broken sprinklers, leaky roofs, broken stairs, and other items that may cause immediate harm or damage to persons or property.

### 3.3 Landscaping

- a. The Durango Trails Homeowners Association shall maintain all Common Area landscaping.
- b. All landscaping, trees and shrubbery in the Common Areas shall be placed and maintained by the Durango Trails Homeowners Association.
- c. The Board of Directors shall make all decisions regarding the extent, type, design and general appearance of common area lawns and landscaping. **AT THE DISCRETION OF THE BOARD OF DIRECTORS, ALL UNAUTHORIZED TREES, SHRUBS, AND PLANTS SHALL BE REMOVED.**
- d. No homeowner/tenant shall disturb or dictate work to any contractor of the Association. All complaints and concerns must be put in writing and forwarded to the management company.

### 3.4 Modification of Building Exteriors and Grounds

- a. No alteration, structural improvement modification, addition or change in the exterior design or finish of any building or landscape shall be commenced without prior written approval of either the Board of Directors or the Architectural Review Committee.
- b. Any such unauthorized changes or alterations shall be restored to the original condition, common scheme or design by the direction of the Board of Directors and at the expense of the homeowner.

- c. No owner shall take any action or permit any action to be taken that will impair the structural soundness or integrity or safety of any building or other structure in the project or impair any easement or right on personal property which is a part of the project, without written Board approval.
- d. Satellite dish antennas are only allowed after the approval by the Board of Directors or the Architectural Review Committee.
- e. No electrical device of any kind or type or nature shall be allowed to operate from or within any residence site or any portion of the Common Area that produces interference with another homeowner and/or occupant's radio or television reception.
- f. All windows must be hung with drapes, curtains, blinds, shutters, etc., of a neutral color. No other types of window coverings, such as paper, aluminum foil, sheets, etc., will be permissible.
- g. No developer-erected fence or wall may be extended or altered without prior written Board approval.
- h. No structure, hot tub, decking, etc., may be erected without the prior written approval of the Board of Directors.
- i. Each owner shall be responsible for maintenance and repair of patios and garage areas to which he has exclusive rights to use, including repairing surfaces of fence or railing. (Sec. 13.1)

#### RULE 4

#### STREETS AND PARKING AREAS

##### 4.1 Street Use and Restrictions

- a. All of the streets within the complex are private streets subject to the complete control of the Association.
- b. The speed limit on all streets shall be 15 miles per hour. Any and all posted signs must be obeyed.
- c. Streets are not to be used by unlicensed motorcycles, or motor-operated vehicles or by anyone not licensed to operate a vehicle on a public street.
- d. No motorcycle of any type or kind, inclusive of motorized bicycles, go-carts or mopeds that are not equipped with appropriate muffling device shall be operated upon any portion of the Community.

- e. The movement and operation of any or all vehicles is limited to the paved roadways and respective parking areas of the Association property. No vehicles of any kind shall enter upon any portion of the landscaped areas or sidewalks. Sprinkler and lawn damage can occur easily.
- f. Any and all fire lanes must be kept clear at all times.
- g. Private streets and walkways within the Community may not be used as a playground area for use of bicycles, skates, skateboards, scooters, wagons, and other activities that may cause dangerous conditions for automobile operators and pedestrians.

#### 4.2 Parking

- a. Visitor parking areas are for the short-term use of visitors only.
- b. Owners/tenants are required to utilize their garages for the parking of their vehicles. This also applies to frequent visitors.
- c. Garage doors must be kept closed at all times except for ingress and egress.
- d. Any vehicle that is parked within the Community on a continuous basis will be viewed as a resident's vehicle and is subject to towing at the owner's risk and expense. If a visitor's vehicle has been tagged and a homeowner feels that this was done in error, contact the Management Company immediately and provide the following very important information: license plate number, color, make, and model of vehicle, address and contact telephone number. If a vehicle has been tagged, it must be parked outside the Community until the Board of Directors gives permission to again park within the Community. If the Board gives permission and later views that this is no longer a visitor's because it is parked within the Community on a continuous basis, then the Board will give the required notification.
- e. Any vehicle in question will have a flyer (not a sticker) placed on it as a courtesy; then it will be tagged, with a stated deadline. The sticker will be the final notice; the vehicle will be subject to towing at any time after the sticker is placed on the vehicle. Notices are indefinite unless otherwise decided by the Board.
- f. Any unauthorized vehicle that is parked in the red curb areas is subject to immediate towing at the owner's risk and expense. This is to allow continuous access for emergency vehicles.
- g. Any vehicle that is parked in a Handicapped space without proper identification placard or license plate is subject to immediate towing at the owner's risk and expense.



- h. No vehicle shall be parked in such a manner as to impede or restrict the normal flow of street traffic.
- i. No motorhomes, boats, car haulers, or trailers (including house, utility, horse, box, and boat), pickup trucks with camper shells above cab level, and trucks over  $\frac{3}{4}$  ton are to be parked anywhere within the Community.
- j. No owner/tenant shall park, store or keep anywhere within the Community any large commercial-type vehicle. Any vehicle that has an advertisement for any type of business, or lettering of the name of a business, with or without a telephone number or web address, is considered a commercial-type vehicle. Exceptions: Delivery services, moving in or out, and contractors, etc., on a temporary basis only.
- k. No inoperative vehicle of any kind or type, including vehicles with flat tires and unregistered vehicles, shall be allowed to stand on or within any street, parking area or any portion of the Community for more than twenty-four (24) hours. Those vehicles will be tagged, and then towed for violation. (Exception: vehicles parked within their owners' garage.)
- l. No repairs to any vehicle shall be allowed to be made on any portion of the streets or parking areas within the Community.
- m. Oil leaks/spills onto the common area asphalt are the owner's/resident's responsibility to clean immediately, in order to prevent damage to the asphalt. Should the Association have to clean the oil leak/spill, the owner of the lot will be subject to a cleaning charge of not less than fifty dollars (\$50.00).
- n. Any damage to lawn or landscaped areas caused by vehicles parked on them shall be repaired at the owner's expense.
- o. Any vehicle that has been found to be switching from the garage to the visitor parking area and back, in an attempt to evade detection, will be towed and the owner of said vehicle will be subject to an evasion charge of not less than one hundred dollars (\$100.00), for each incident.
- p. When and where applicable, the foregoing shall apply to all tenants, guests, invitees, and to all persons when upon the property of Durango Trails Homeowners Association.
- q. The Board of Directors may and shall use its own reasonable discretion as to the removal of any vehicle appearing in violation of any of the above Rules and Regulations, and may have it towed away at its owner's risk and expense, and shall be held harmless in so doing.

## RULE 5

### PETS

#### 5.1 General

- a. No more than **two** common household pets are permitted per unit.
- b. No animal shall be kept, bred or maintained for commercial purposes.

#### 5.2 Control of Pets

- a. Owner(s) of a pet shall at all times be fully responsible for its care. Owner(s) shall at all times be in full and complete control of said pet and shall not allow it to create a nuisance. The owner(s) of the pet shall be solely responsible for the prompt and immediate removal of all feces deposited on the Common and patio areas, as well as the landscaped areas in, and surrounding, the Community.
- b. No pet shall be permitted outside the occupant's lot or on any Common Area unless secured by leash or suitable restraint. Any pet found running loose will be reported to the Animal Control Center.
- c. No pets of any kind are to be tied to trees, stakes, or any exterior building structure in the Common Area.
- d. Excessive barking and other pet noises that are deemed to be a nuisance to the Association members are not permissible. Animal owners with pets that create a nuisance (i.e., howling or barking excessively) are subject to a one hundred dollar (\$100.00) nuisance charge for **each** occurrence.
- e. The owner and/or occupant shall indemnify and hold the Association harmless from any and all damage and/or injury incurred by any animal owned by or under the control of the owner and/or occupant.
- f. Animal owners who do not adhere to the leash law or who do not clean up after their pet in the Common Areas are subject to a one hundred dollar (\$100.00) cleaning charge for **each** occurrence.

## RULE 6

### SIGNS

- 6.1
- a. No signs of any kind shall be displayed to the public view or from any part of the Property without the prior written approval of the Board of Directors. The exception being, Real Estate signs of standard size, 18”x24” advertising a lot for sale, lease, or rent, placed in a window only. No other signs will be allowed.

## RULE 7

### ASSESSMENTS

- 7.1
- a. Payments are due and payable on the 1<sup>st</sup> day of each month and are delinquent if not paid within fifteen (15) days of the due date.
  - b. Approximately 15 days after the due date, a **\$15.00 late charge** will be applied for each month the assessment remains delinquent.
  - c. Approximately 30 days after the due date, interest at the rate of 18% per annum shall accrue on the delinquent balance.
  - d. Approximately 60 days after the due date, an “Intent to Lien” letter will be mailed to the owner by prepaid, return receipt mail and regular mail, resulting in a collection charge of no less than \$45.00.
  - e. Approximately 90 days after the due date, a collection agency or an attorney shall file a lien on the property if the account is not paid in full. Foreclosure proceedings on past due accounts shall continue as detailed in the governing documents. Homeowners should be aware that these fees and costs for these proceedings are substantial. **Attorney’s fees may be substantially higher than a collection agency’s costs.**
  - f. All expenses and interest incurred for the collection of a delinquent assessment shall be the sole responsibility of the property owner and payable prior to removal of delinquency.

## RULE 8

### GENERAL

#### 8.1 Refuse Control

- a. No garbage, refuse, discards or obnoxious or offensive materials shall be permitted to accumulate on any portion of the subject property, and the homeowner and/or occupant thereof shall cause all garbage and other like materials to be disposed of by, and in accordance with, accepted sanitary practice.
- b. All refuse must be deposited in the appropriate containers.
- c. No owner and/or occupant shall keep or permit to be kept any unsightly object or objects in and about his lot which are visible from the exterior of such lot.

#### 8.2 General

- a. Radios, stereos, musical instruments, party activities, car horns, and other noise sources shall be restricted at all times to a level that is not disturbing to other residents. Noise problems may be reported by any resident, **in writing**, to Management.
- b. Peace disturbance is a police matter, and the affected unit owner or resident is responsible for calling the police and registering a complaint.
- c. No owner shall maintain, cause to be maintained, or permit to be maintained any nuisance in and about the complex. The Board shall, in its sole discretion, determine what shall constitute a nuisance.
- d. The Board of Directors, managing agent, and each owner and/or occupant shall have the right to prevent or stop violation of any of these rules and regulations by injunction or other lawful procedure and to recover damages resulting from such violation, including interest thereon, attorney fees and cost of suit.
- e. No action or condition may exist that is in violation of any local, county, state or federal law or ordinance.
- f. All complaints and notices to the Board of Directors must be in writing and include the unit owner's name, address and phone number. The Board will not take action on unsigned complaints or notices. Tenant complaints must come from the unit owner.
- g. Holiday decorations are permitted; however, they must be removed at the end of each holiday.

## RULE 9

### RECREATIONAL FACILITIES – GENERAL

- 9.1
- a. Anyone using the recreational facilities does so at their own risk.
  - b. Collecting litter and repairing damage created by any resident or their guests is the sole responsibility and expense of the owner and/or occupant.
  - c. No pets of any kind shall be permitted in or about any recreational facility.
  - d. Owners and/or occupants shall have priority over any guests in the use of any facility, at all times.
  - e. Loud radios and portable television sets, excessive shouting, rowdy behavior and dangerous horseplay shall not be allowed. Violators will be admonished to correct their behavior, and failure to do so may cause the Board to assess a nuisance charge and suspend the right to use the facilities for a period of time.
  - f. Owners who are delinquent in payment of assessments may have their right to use the facilities suspended for a period of time.

## RULE 10

### POOL AND SPA RULES

#### 10.1 General

- a. The swimming pool area is operated primarily for the use and enjoyment of the residents. The use of these facilities by guests is a privilege.

#### 10.2 Rules

- a. Any person using the pool/spa does so at their own risk as there is NO LIFEGUARD on duty.
- b. Appropriate swimsuits shall be worn. No cut-offs or other makeshift attire will be permitted.
- c. Towels, clothing and all other items must be removed from the pool or spa area when the owner/guest departs.

- d. Lifesaving equipment is for EMERGENCY USE ONLY.
- e. No glass of any kind will be permitted within the pool or spa confine. This includes glass lotion bottles, beverage bottles, ashtrays, and drinking tumblers. Plates, glasses, or other such items in the pool or spa area must be unbreakable.
- f. Only soft drinks are permitted in the pool/spa area, and only in unbreakable containers.
- g. Absolutely NO food of any kind, including gum and candy, is permitted in the immediate pool/spa area.
- h. Entrance to the pool or spa is via the gates ONLY. Scaling the fence is PROHIBITED. The pool/spa gate must be fully closed upon entering and exiting the pool area. The gate may not be propped open for any reason.
- i. Adjustment of any control regulating the pool, spa lights or other common services is **PROHIBITED**.
- j. Replacement restroom keys may be purchased from management at a cost of \$25.00
- k. The pool/spa is open 24 hours a day. Unreasonable noise of any kind is prohibited between the hours of 10:00 p.m. and 8:00 a.m. Pool and spa will be closed from November 1<sup>st</sup> through March 31<sup>st</sup>.
- l. Only battery-operated radios or stereos with headphones are allowed in the pool area.
- m. The use of the spa by pregnant women, elderly people, persons with heart conditions, diabetes or high or low blood pressure, or other health problems, may be dangerous and must be avoided.
- n. No persons under the age of 16 are allowed in the pool or spa area unless accompanied by a person over 18 years of age.
- o. Each person over 18 years of age may only supervise a maximum of three children under the age of 16.
- p. Children will adhere to the same standard of behavior as an adult. There will be no rowdiness, noise, jumping, or interference with other leisure swimmers.
- q. No running, pushing, cannonballing, diving or splashing is allowed in the pool area or spa area.

- r. Because of the danger it presents to the equipment, no Styrofoam object may be used in or around the pool or spa. Rafts will be allowed in the swimming pool, provided they are only used for sunbathing.
- s. Suds-forming products such as shampoo, bubble bath, or oils, are extremely damaging to the pool and spa and are prohibited. Persons using suntan lotion may not enter the pool or spa before wiping off excess lotion.
- t. Owners will be held responsible, both financially and personally, for any damage or misconduct attributed to his/her guests and/or tenants.
- u. Any and all trash or waste is to be deposited in cans provided. Beverage can tabs and cigarette butts are included in waste under this paragraph.
- v. Persons having a skin disease, sore or inflamed eyes, nasal or ear discharges, or any communicable disease, **may not** enter the pool or spa area.
- w. Use the restroom facilities – **DO NOT RELIEVE YOURSELF IN THE POOL.**
- x. Babies must be in the proper swim diapers.
- y. The furniture in the pool and spa area is used for lounging purposes only. Do not stand upon, overturn, scratch, break, or use in the pool or spa.
- z. Upon arrival of the pool maintenance crew, pool and spa users are asked to temporarily vacate the pool and spa area until cleaning is completed.
- aa. Board of Directors members, Management, or any responsible adult may ask anyone not abiding by the above rules to leave the pool or spa area.
- bb. Pool and spa use is governed by state and local laws (NAC Chapter 444), including local health laws. In the event of any conflict between such laws and these Rules and Regulations, the provisions of such laws shall control.

THESE RULES AND REGULATIONS ARE SUBJECT TO CHANGES, ADDITIONS AND/OR AMENDMENTS