

RULES AND REGULATIONS FOR SHADOW TRACE HOMEOWNERS ASSOCIATION

PREAMBLE

The Shadow Trace Homeowners Association (Association) maintains a good neighbor policy. Living in a community governed by a Homeowner's Association requires cooperation and thoughtfulness among the residents. The Association encourages property owners to read and abide by the Covenants, Conditions, Restrictions, Reservations and Easements (CC&R's) and other governing documents.

The Association has the authority to adopt Rules and Regulations governing the conduct of residents and their guests. These rules and regulations do not supersede the CC&R's or other governing documents.

The following rules were adopted to promote a pleasant living environment for all members of the Association.

COMMON ELEMENTS

1. The Association is responsible for the maintenance, repair, or replacement of the Common Elements.
2. Any owner who intentionally, negligently, or through failure to properly maintain their property causes damage to the Common Elements will be responsible for the cost of the repair or replacement.
3. Owners **cannot** make any changes to the Common Elements, including but not limited to the landscaping, irrigation, drainage, or monuments.
4. Residents can assist with the overall maintenance of the common areas by reporting any problems to the property management company.

LANDSCAPING

1. Rear and side yard landscaping and ground cover must be completed within six months from the close of escrow.
2. All front/rear and side yard landscaping is to be maintained by the homeowner.
3. Desertscaping or xeriscaping is encouraged. Sod as a ground cover is not recommended. Architectural Review Committee (ARC) approval is required for all landscaping plans prior to installation.
4. Landscaping must be maintained in a neat, sanitary condition.
5. Changes to the landscaping must be submitted to and approved by the ARC.
6. Normal maintenance of landscaping or replacement of dead or dying landscaping does not need approval by the ARC provided there is no significant change in the type of plants, ground cover, or landscape design.
7. Owners may not change or interfere with the established drainage of the property.

8. Corner lot landscaping may not obstruct view of vehicle traffic at street corners.
9. No additional trees shall be planted on any portion of an Owner's property without prior approval by the ARC.

LEASING OR RENTING

1. The owner is responsible for the actions of tenants, tenant's family and tenant's guests.
2. The owner is responsible for supplying and reviewing with the tenants the governing documents of the Association.
3. All leases shall include provisions to the effect that each tenant or subtenant shall be bound by Restrictions, and a breach of any restriction shall constitute a default under the lease or sublease.
4. A Unit may not be conveyed pursuant to a time-sharing plan.
5. It is the owner's responsibility to provide a copy of a written lease or lease renewal to the association within ten (10) days of written request from the Board.
6. No Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than 90 days.
7. No subleasing or assignment of leases are permitted except with the prior approval of the Board.
8. Upon a tenant violation of the leasing restrictions, the Owner will receive a fine, after notice and an opportunity to be heard, of \$100, and if the violation is not cured within 14 days after the initial fine is imposed, then an additional fine of \$100 for each 7 day period thereafter, may be imposed by the Board without the requirement for any further notice and/or opportunity to be heard. Owner is financially responsible for the actions of their tenants.

PETS

1. No more than four pets are allowed, unless approved by the Association.
2. Only common household pets are allowed. This includes but is not limited to dogs, cats, and birds.
3. No animal may be kept, bred, or maintained on the property for commercial purposes.
4. Pets must be kept on a leash and under the control of the owner when in the Common Elements, outside the unit, or outside the enclosed rear yard.
5. Pet owners are responsible for cleaning up after their pets.
6. Excessive noise from an animal will not be permitted. The Association requests that all complaints be submitted concurrently to Animal Control and to the Association in writing.
7. Any damage to the Common Elements caused by a pet must be repaired or replaced by the pet owner.
8. The pet owner is responsible for any personal injury or personal property damage caused by their pets.
9. No pet may be tied to a tree, stake, or any structure in the Common Elements.

STORAGE OF ITEMS

1. Trash, garbage, or refuse must be placed in a trash can or garbage can with a tight fitting lid.
2. Trash cans or garbage cans may not be visible from outside the property unless they are being made available for collection. They must not be placed for collection more than 12 hours before scheduled pick up and must be removed from visibility within 12 hours after pick up.
3. Residents will not be permitted to accumulate any garbage, refuse, or obnoxious material on any portion of the property.
4. No item may be stored in view of the street.
5. Clotheslines are not permitted within view of any street or the Common Elements.
6. No hazardous or toxic waste may be stored anywhere on the property.

VEHICLES AND GARAGES

1. Parking is allowed on both sides of the street however; parking in the cul-de-sacs will be restricted as posted or marked.
2. No commercial vehicles or recreational vehicles may be parked within the property (including the streets) unless parked in the garage or adequately screened from view from any common area or street.
3. Commercial vehicles that are not owned by the resident may be temporarily parked in the driveway when the driver is delivering a product or performing a service for the resident. Definition of commercial vehicle is located in the CC&R's.
4. Recreational vehicles may be parked in the driveway for a period not to exceed forty-eight (48) hours for the purpose of loading or unloading the vehicle. Definition of recreational vehicle is located in the CC&R's.
5. No vehicle undergoing repairs may be visible from the street, adjoining neighbors, or Common Elements.
6. Vehicles may not block any portion of the sidewalk, curbs, private roads, or any portion between the private road and the sidewalk.
7. Garages or carports may not be used as living space.
8. Garages are to be used primarily for storage of vehicles and other storage as space allows.
9. Any vehicle parked in a posted "No Parking" area, will be subject to towing and/or fines. Vehicles will be tagged and if not moved within 48 hours, pursuant to NRS 116.3102 and the governing documents of the Association, the vehicle will be towed at the Owner's expense.
10. Any vehicle parked in a posted "no parking" fire lane, is blocking access to a Unit owners home for the purpose of ingress/egress or who's vehicle is posing a health and/or safety hazard, will be subject to **immediate towing** without prior notification, at the Owner's expense.

SATELLITE DISHES, RECEIVERS, AND ANTENNAS

1. A “dish” antenna is permitted without ARC approval on a Unit (as defined in the CC&Rs Section 9.5), subject to the following conditions:
 - a. Dish is one meter (39.37”) or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite dish service, or to receive or transmit fixed wireless signals via satellite.
 - b. Wires must be painted to match the exterior of the structure.
 - c. Antennas may be mounted on “masts” to reach the height needed to receive or transmit an acceptable quality signal. Masts higher than 12 feet above the roofline may be subject to local permitting requirements for safety purposes.
2. An antenna that is one meter or less in diameter or diagonal measurement and is designed to receive video programming services via MMDS (wireless cable) or to receive or transmit fixed wireless signals other than via satellite is permitted without ARC approval on a Unit (as defined in the CC&Rs Section 9.5), subject to the following conditions:
 - a. Wires must be painted to match the exterior of the structure.
 - b. Antennas may be mounted on “masts” to reach the height needed to receive or transmit an acceptable quality signal. Masts higher than 12 feet above the roofline may be subject to local permitting requirements for safety purposes.
3. No satellite dishes, receivers, or antennas shall be installed on any Common Elements.
4. If an Owner desires to install a dish/antenna on a Perimeter Wall, Owner must verify that Perimeter Walls are not considered a Common Element by the Association. If not designated as such, Owner is permitted to install as provided above.
5. If an Owner desires to install a dish/antenna on a Common Wall between two Units, Owner must obtain approval for installation from adjacent Owner who shares ownership and maintenance of the wall.

MISCELLANEOUS ITEMS

1. Only one 18 inch by 24 inch “for sale” sign is allowed in the front yard or window.
2. OR only one 18 inch by 24 inch “for rent” sign is allowed in any window.
3. Only one political sign no larger than 24 inch by 36 inch is allowed in the front yard or window.
4. No other signs will be allowed. No extra signage may be attached to any sign or post.
5. No “for sale” or “for rent” signs are permitted in the Common Elements (which includes hanging on the perimeter walls). The Association may immediately remove any sign placed in the Common Elements without notice to the owner.
6. No exterior fires are allowed with the exception of a BBQ grill.
7. Any and all exterior changes must be submitted to and approved by the ARC.
8. Holiday decorations must be removed promptly from the property after each holiday.
9. Peace disturbances are a police matter and the affected resident is responsible for calling the police and registering a complaint.
10. Loud noise (radios, stereos, musical instruments, party activities, car horns, etc.) are restricted at all times to a level that is not disturbing to other residents.
11. No action or condition may exist that is in violation of any local, county, state, or federal law or ordinance.

12. All complaints must be submitted in writing to the Association. An owner submitting a complaint must sign the complaint. Complaints that are not signed or are submitted anonymously will not be acted upon.
13. Community garage sales will be at the discretion of the Association. Sales will be scheduled on weekends and access hours will be limited.
14. Individual garage sales are not allowed.
15. No owner/resident may disturb or dictate work to any contractor of the Association. Complaints or concerns must be put in writing and forwarded to the Association's management company.
16. Basketball backboards and sporting equipment shall not be attached to the building. Any freestanding equipment shall be removed from view when not in immediate use by the resident.
17. All portable basketball hoops and/or temporary sporting apparatus are prohibited from use within the private streets.
18. Garage doors shall be kept closed, except for those periods reasonably necessary for entry and exit of vehicles, cleaning, removing trash or other similar residential household purposes.
19. No clotheslines shall be placed, nor shall any clothes be hung in any manner whatsoever, on any Unit in a location, including, but not limited to, the garage door, visible from any street within the Project or Common Elements.

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