

**STARFIRE ESTATES III  
HOMEOWNERS ASSOCIATION  
Revised Rules and Regulations**

**2014 Edition**  
(Revised March 10, 2014)

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**STARFIRE ESTATES III  
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Rules and Regulations  
2014**

**ATHORITY AND PURPOSE FOR THE RESOLUTION:**

WHEREAS, The Starfire Estates III Homeowners Association is a Nevada Corporation duly organized and existing under the laws of the State of Nevada; and CC&R Article 3, Section .05, gives the Board rule making authority; and

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

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

NOW THEREFORE, BE IT RESOLVED that the Starfire Estates III Homeowners Association Board of Directors adopts the following policy and practice effective March 10, 2014.

**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 16, "Uniform Common Interest Ownership Act". If there is a conflict, the N .R.S will apply. If not, these are the "R&R's" directing all residents (resident owners, part time resident owners, tenants and/or guests) to follow at all times. These R&R's also supplement the Starfire III Declaration of Covenants, Conditions, and Restrictions (CC&R's) for the association and their amendments.

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

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

## **2. REPORTING OF VIOLATIONS**

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

2.2 Any reported violation must be set forth in writing, or to the community management call center, 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. The board, the management company, or any other entity requested (i.e. the police), will investigate while keeping the reporter confidential. The board will report its findings to the reporter and take whatever action appropriate.

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

SEE: Starfire Estates III HOA Penalty and Procedure Guide

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

## **3. THE COMMON AREAS**

3.1 The definition of the community common area for the purposes of this document include all areas within the walls dividing the community from Boseck Avenue (to the North), Cimarron Street, ( to the East), the west wall separating the community from the City of Las Vegas easement area, and the south wall separating the community from commercially owned property. No activity is permitted within or upon the common area causing damage to any structure or improvements thereon. Individuals responsible for any such damage (owner, tenant, guest, agent, etc.) will be required to reimburse the HOA for all expenses incurred in the replacement or restoration of any damaged items. Examples include but are not limited to; tagging, destruction of light poles, vandalizing the internal or external walls, plants, trees, watering system, pool or spa.

3.2 There shall be no disturbing noises in or about the common area interfering with the use or enjoyment of any resident or person. There shall be no instruments or audio or visual equipment used in or around the common areas where they disturb others. No disturbing odors or open fires shall be permitted or caused to exist on or about the common area.

Fine \$100.00

3.3 Except as permitted by the CC&R's, no signs, posters, notices, or advertisements of any nature shall be permitted in or affixed to any part of the common areas. Owners may place one (and only one) "For Sale" or "For Rent" sign inside the one window of their home.

Fine \$50.00

3.4 All sidewalks, entranceways, passages, entrance areas, and other areas of the common areas shall be used solely for purposes of pedestrian ingress and egress. Without limiting the foregoing, no storage of any personal property shall be permitted in any such common area.

Fine \$50.00

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

Fine \$50.00

3.6 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.

Fine \$50.00

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

3.8 The Board may approve from time to time Parties to be held in the common areas or on the street. Any owner wishing to host such a party shall apply to the Board for approval.

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

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

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

4.2 In most cases the pool and spa area is open 24 hours per day. "Quiet Hours" are to be observed between the hours of 9:00 p.m. and 9:00 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.

4.3 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 stern HOA discipline to include a complete ban from the pool and spa area.

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

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

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

4.6 Persons under the age of fourteen (14) are not allowed in the pool/spa area unless under the direct supervision of an individual age 18 or over. Persons under the age of twelve (12) are not allowed in the spa unless accompanied by an individual an individual age 18 or over. The supervising person must be an owner or a tenant.

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

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

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

4.10 Gates to the pool/spa area must remain closed and locked at all times. Climbing over any pool/spa area fence is prohibited.

4.11 Adjustment of any equipment regulating the pool and spa filtration or lights or other common area services is prohibited unless appointed to do so by the HOA.

4.12 Animals are prohibited from entering the pool and spa area.

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

4.14 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 be used in the manner for which it was intended.

4.15 There shall be no boisterous or rough play permitted in pool or spa area. There shall be no running around the pool deck. There shall be no bicycles, skateboards, or skates permitted in the area.

4.16 Suds-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, among others, and any fines placed on the HOA

by the Health Department for any violations, can be up to \$2500.00, will be assessed to the owner found to create this violation in addition to associated repair costs, and a lifetime ban from the pool and spa area. In cases where there is significant damage to the pool and spa area, or common areas, the board reserves the right to prosecute the offenders.

4.17 There shall not be any parties or gatherings at the pool unless requested in writing by an owner and approved by the Board. The owner must submit a \$250 deposit and guests will be limited to 15 persons. The Pool area will still be available to other residents.

4.18 The pool is under 24 hour surveillance and is recorded. Pool and spa may be closed during winter months by the board.

*Any violation of any of the above (4.1-4.18) shall be subjected to a fine for each violation not to exceed \$100.00 per violation*

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

5.1 Residents shall use their assigned outside parking area and their garage before they consider parking their vehicles in any other vacant area.

5.2 You will be permitted to park behind your own vehicle provided you do not interfere with your neighbor's ability to access their garage or in any way impede reasonable access to another owner's garage or parking space. Parking is not permitted in last space on both sides at the same time. First come, first use. This is to insure emergency vehicles access to units in the rear of parking lanes.

5.3 At no time is parking permitted, for any length of time in the streets (as per fire department rules). All streets curbs are painted **RED AND NO PARKING SIGNS ARE POSTED**. Violators are subject to towing at the owners expense, with no further warning.

5.4 Guest parking is limited to 48-hours usage maximum, and only in guest parking slots.

5.5 The following vehicles are not permitted to be parked anywhere within the community including, but not limited to: Mobile homes, Vehicles with commercial writing that are not for day to day personal use, Recreational vehicles, boats, trailers, campers, or other reasonably similar vehicles, Large commercial trucks such as (including but limited to) dump trucks, cement trucks and delivery trucks, Unregistered or expired registration vehicles, Inoperable vehicles (indicated by but not limited to flat tires)

5.6 Unattended vehicles may not be:

Parked in any way on designated sidewalks or walk ways. Parked on any landscape, lawn, gravel or shrubs.

5.7 Temporary parking for deliveries, loading and unloading is permitted only if in designated areas and in compliance with applicable law. Temporary street parking is NEVER allowed.

5.8 Any vehicle in violation to any of the aforementioned Parking and Vehicular **EXCEPT RED ZONE VIOLATIONS** shall be subject to the following towing rules:

Violating vehicles will be tagged with a towing notice upon discovery of disobeying these rules. The tag will be adhered to the vehicle in question. Once tagged, the vehicle will be given 48 hours from that time to comply with these regulations. At the expiration of the 48 hours if the vehicle is still non-compliant, the vehicle will be towed at the expense of the owner.

If compliance is made within the 48 hours of the tagging, towing will not commence . However, if the same vehicle in question is found to be non-compliant within a seven day period for the same issue as originally tagged, the vehicle will be towed without notice.

5.9 Licensed motorcycles or other motorized vehicles anywhere in the Parking Areas shall be operated at low RPM engine speed to minimize noise pollution. Motorcycles must have standard mufflers and not be modified to produce loud noise.

5.10 Speed limit within the community is 15mph and should always be observed.

5.12 Only minor automotive repairs shall be allowed in the Parking Areas and only if all elements of the repair effort including parts and tools are kept completely inside of an owner-assigned parking space or garage. Minor repairs shall include the changing of a vehicle battery, checking of fluid levels, changing of flat tire.

Fines \$25.00-\$50.00 per violation as designated by the Board

## **6. TRASH DISPOSAL RULES**

6.1 All trash shall be bagged or properly secured before transporting and during placement into the trash dumpsters.

6.2 Boxes are to be broken down and neatly placed in the dumpster.

6.3 Residents shall not deposit remodeling debris, old furniture, appliances or large packing boxes in the dumpster corrals. Residents are responsible for the removal of such items. The trash company will not pickup anything outside the dumpsters, and the items causing an obstruction therein will lead to the company not emptying the dumpsters. In the event the disposal company charges the association for overages due to the above mentioned items, any person caught being responsible for the overage will have the cost forwarded to them.

6.4 No trash may be left outside a unit or the dumpsters under any circumstances.

**THE DUMPSTERS ARE UNDER CAMERA SURVEILLANCE.**

Minimum Fines \$25.00 per violation  
Plus actual cost to the HOA for additional trash removal.



## **7. PETS**

7.1 Residents may keep up two (2) household pets. (Fish and birds excluded). Animals in excess to this number will be in violation to these rules and subject to monthly fines until compliance is proven to the board of directors.

7.2 Pets MUST be kept on a leash by a person capable of controlling the animal at all times when outside of unit.

7.3 If, while walking a pet in the community, pet owners MUST have a waste disposal bag on their person. This bag MUST be visible so as to be seen by those nearby. Having the bag in a concealed place will leave the members of the association, the Board and the HOA Management to believe the owner is not equipped and therefore, will be subject to a violation fine.

7.4 Failure to clean up after a pet shall cause the owner to be called to an immediate hearing for a Health & Safety violation where a fine will be assessed.

Fine is \$25.00 per violation

7.5 Unattended barking dogs are a major nuisance to near and far neighbors. Owners will face penalties from the Las Vegas Animal Control if left outdoors for prolonged periods regardless if the owner is home or not. A dog nuisance, will never be tolerated by neighbors, the board of directors, animal control, or the management company. Any barking dog issues must be reported directly to Las Vegas Animal Control.

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

8.1 Residents are expected to upkeep their property to maintain an attractive appearance.

8.2 The installation of telecommunications equipment is permitted as long as conforming to Federal requirements. Please have installer use only white cable.

8.3 Owner Landscape area requirements:

- a. Residents are to maintain their planter areas so as to keep an attractive appearance. Weeds and dead plants/bushes are to be removed immediately.
- b. Gardening and landscaping tools are to be kept out of view. Garden hoses are to be kept on a presentable hose reel or inside a presentable hose container.
- c. 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, patio walls or other portions of the Building.
- d. Pet waste is to be cleaned routinely. Although possibly confined to an enclosed lot, pet waste should not be visible from common area. The accumulation of pet waste is a health violation and can be considered an odor nuisance to surrounding neighbors.

Fine \$25.00 per violation

8.4 Owner Window Treatments guidelines:

- a. Unacceptable window coverings are sheets, blankets, foil, newspaper, cardboard etc. Acceptable coverings include such as vertical blinds, mini blinds, draperies, curtains, and shutters, etc. These coverings should be maintained, cleaned, and must be replaced, if noticeable from the street, if damaged, bent, and broken or sun burned.
- b. If rectangular 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 immediately.

Fine \$25.00 per violation

8.5 Patio gates- As long as patio gates conform to current gates in types and color there will be no requirement for architectural approval.

8.6 UNDER NO CIRCUMSTANCES MAY HOMEOWNERS LANDSCAPER USE TRASH BINS THAT BELONG TO THE ASSOCIATION.

Fine to homeowner \$50.00

9. INSURANCE

9.1 Each owner shall be obligated to procure and maintain at all times a policy of fire and casualty to full replacement value of such unit. This is necessary to protect the HOA and the three other owners attached to your unit.

9.2 Each owner shall name STARFIRE ESTATES III HOA as the additional insured,

Fine \$100.00 for each violation

SUMMARY

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

	President	2-26-14
_____	_____	_____
Board Member Signature	Position	Date

_____	_____	_____
Board Member Signature	Position	Date