

Abuse and/or damage of the entry, exit and walk gates will not be tolerated. Any damage to the security system will be met with a \$1,000.00 fine under the Health & Safety provision along with the cost of repairs.

**SPORTING & OTHER EQUIPMENT SKATEBOARDS,  
SCOOTERS, ROLLERBLADES**

All portable equipment, including, but not limited to a basketball hoop/pole, hockey/soccer net, tools and other reasonably similar equipment are not allowed on the community streets.

No sporting equipment or any game, cones, or toy-type objects may be placed in the streets or entrance areas so as to impede or direct the flow of traffic, or parking, or to cause a safety hazard.

No activity is permitted which causes damage to or defaces common areas and improvements thereon. Therefore the use of Skateboards, Scooters, Rollerblades, are not to be used in the Park Area.

Residents under the age of 16 are to be off the community common areas including streets, parks, pools, by 10: 00 pm

Parents must supervise anyone under the age of 16 while out at the park areas, & in our streets, with the high volume of traffic it would be hard for vehicles to suddenly stop when children run freely.

**GENERAL NUISANCE**

No noxious or unreasonably offensive activity shall be carried on, nor shall anything be done or placed on the common elements which is or becomes a nuisance, or causes unreasonable embarrassment, disturbance, or annoyance to owners in the quiet enjoyment of their property and the common elements.

**SCHEDULE OF FINES**

THE RULES & REGULATIONS SET FORTH IN THIS HANDBOOK ARE IN A CONDENSED FORM FROM THE SPANISH VILLAS HOA CC&R'S AND THE ASSOCIATIONS BYLAWS.

THEY ARE DISTRIBUTED TO ALL RESIDENTS FOR THEIR AWARENESS AND GUIDELINES OF THE COMMUNITIES RULES.

VIOLATION OF THE RULES & REGULATIONS WILL RESULT IN HEARINGS BEFORE THE BOARD OF DIRECTORS, AND POSSIBLE FINES ASSESSED TO THE PROPERTY OWNERS.

**Fines for violations of the governing documents are :**

**First Occurrence: \$100.00 (plus damages)**

**Continuing Fine: \$100.00 every 7 or 14 days (Board Vote)**

**Health/Safety Issue: Unlimited**

***SPANISH VILLAS***  
***HOMEOWNERS ASSOCIATION INC.***



***Rules & Regulations***  
***Revised January 2015***

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### Disclaimer

The book is designed, as information only, to better explain the Rules and Regulations and make it easier for homeowners and residents to understand their obligations as owners and residents in Spanish Villas HOA. Please refer to the original documents, and any subsequent changes to verify the current policy.



Any vehicle rated one ton or more, having two axles or more, or riding on four wheels or more, or having six attaching wheel lug bolts or more, being used commercially, must be parked in a designated auxiliary (reserved fee) parking space, after being assigned by a rental agreement. All vehicles that parallel park on the streets of Spanish Villas shall have both wheels within one foot of the curb or front of the homeowner's driveway. Violation will be addressed with a fine or towing

### ENFORCEMENT

The Association shall place a final warning sticker on vehicles in violation of these rules. All vehicles in violation of the rules are subject to being towed at the expense of the unit Owner or Tenants. Furthermore the unit Owner were the non-compliance vehicle was towed, will be scheduled to a hearing regarding the breach of SV-HOA Rules and Regulations, and the Board may impose fines against the unit owner. After appearing at a hearing with the Board, were a fine was imposed, any unpaid fines may result in the homeowner/tenant member losing use of amenities as well as voting rights.

### MISCELLANEOUS

Garage sales are prohibited with the exception of the Spanish Villas annual yard sale. The conducting of Business from a unit is prohibited. There is no public access. Trash may be put out for collection on the day previous to posted trash pickup. All trash must be in a proper closed container. Trash or containers left out or put out early will not be tolerated. Continuous violations of this rule shall result in a fine up to \$100.00 (one hundred) per occurrence. The storage of trash, trash containers or disposable items shall remain within the garage or home where it is not visible to others.

Only a single sign may be visible from a window which would advertise "FOR SALE" or "FOR RENT". NO OTHER SIGNS ARE PERMITTED. Political signs are not allowed at any time.

Noise must be kept at a reasonable level at all times. Inasmuch as we have people working all hours within the 24 hour day, consequently sleeping during usual waking hours, residents must closely monitor the volume of radio, stereos, TV's and voices. & excessive vehicle noises  
**NO NOISE IS TO BE MADE BETWEEN THE HOURS OF 11:00 PM AND 7:00 AM**  
**CALL 311, TO REPORT THE ISSUE**

Garage doors are to remain closed when not being used to enter or exit the garage area

Suspected illegal activity will NOT be tolerated. Homeowners and tenants shall abide by the State of Nevada laws. Any illegal activities will be dealt with harshly and the proper authorities will be alerted. Homeowners are ultimately responsible for their tenant's behavior and should regularly check on them, or with their own Property Managers for their rentals.

## **SAFETY**

Gates are for the safe entry and exit to the town homes of Spanish Villas  
Vehicular traffic MUST be conducted as though on a public street.

Pedestrian traffic must be in accordance with ordinances governing public streets.

Recreational activities or any other activity interfering with safe vehicular flow is prohibited. No Skateboarding, Scooters, Rollerblading, or playing in the streets.

Recreational vehicles are to be no longer than 30 feet in length.

Unsupervised children will not be allowed to play in common areas or roadways of Spanish Villas. This is for the protection of the children, as well as for the drivers of motor vehicles.

The gate on Vivaldi MUST NOT BE used as an entry gate.

Speed limits MUST be observed within the Community. The maximum speed limit is 10 (ten) miles per hour.

## **VEHICLES AND PARKING**

All motor vehicle laws covered by NRS 484 apply, unless otherwise modified in the rules below.

Reserved Fee parking spaces: vehicles/trailers and RV's, limited to 30 (thirty) feet in length at each space, are permitted in the designated area. Spanish Villas Residents shall pay a yearly fee for the use of a reserved space in the reserved fee area. Random parking shall not be permitted.

The fees shall be \$100.00 (one hundred dollars) per year, per space.

No person shall be permitted to occupy any vehicles parked within the Community overnight.

Any vehicle which is inoperable, does not display a valid license, and/or is not insured, shall not be allowed on Spanish Villas common areas, including driveway.

Repairs will be permitted only within the enclosed garage.

Residents shall insure that members of their household and/or guests shall not block the driveways of others.

Homeowners are responsible for cost of cleanup of excessive fluid emissions on Spanish Villas community common areas and driveways. Failure to comply with this cleanup may result in a fine, in which case the Board will take the initiative to clean the fluid emission and thus bill the homeowner for the full cost. Speed limited to 10 MPH within the Spanish Villas Community.

"For sale" signs may not be displayed on any vehicle in the common areas of Spanish Villas. In addition, any vehicle with advertising or logo affixed thereon or any vehicle carrying commercial tools shall be considered a commercial vehicle. No commercial vehicles are allowed on the property at any time other than a vendor working on a unit or common area. NO commercial vehicle is to be parked for more than 24 (twenty-four) consecutive hours in the common areas.

## **Rules and Regulations**

(Revised November, 2014)

All homeowners should have a copy of the CC&R's (Covenants, Conditions, and Restrictions) which set forth certain rights and restrictions which apply to everyone. Copies of the By-Laws should have been included in your purchase packet. Each homeowner should be acquainted with and understand these provisions.

The CC&R's give the Spanish Villas Homeowners Association, acting through its Board of Directors, the responsibility and power to adopt rules and regulations which are consistent and incumbent upon all residents. The following Rules and Regulations have been adopted by the Board of Directors to insure the safety of residents and guests, to protect the value and desirability of the homeowners' assets and to enhance the quality and enjoyment of living for all.

Further, in accordance with our governing documents, residents may be assessed and/or have their common area privileges suspended or revoked for infraction of the rules. Homeowners are responsible for infractions of rules by family members, tenants and guests. Fines shall be levied on the homeowner. Appropriate penalties shall be levied against homeowners, tenants, guests and family members. (Authority: Articles V and IX Spanish Villas CC&R's)

These Rules and Regulations are not meant to be repressive or unfair. In cases where undue Hardship is engendered, cooperation and understanding should rule.

### **Modification of Rules and Regulations**

Effective at the close of business on November 15, 2014, the Board of Directors of Spanish Villas Homeowners Association had approved this revised set of Rules and Regulations.

HOMEOWNERS WHO RENT OUT THEIR HOMES AND OWNERS, WHO LIVE IN THEIR HOMES AND RENT OUT ROOMS. ARE RESPONSIBLE FOR GIVING THEIR TENANT A COPY OF THESE DOCUMENTS, AS WELL AS ENOUGH GATE/POOL KEYS, ALSO REMOTE GATE OPENERS AND MAIL BOX KEY. FOR THOSE WHO RESIDE IN ANY RENTAL UNIT. ALL HOMEOWNERS WILL SUBMIT A WRITTEN ACKNOWLEDGEMENT TO THE BOARD OF DIRECTORS THAT THEIR TENANTS HAVE READ AND UNDERSTAND THESE RULES AND REGULATIONS, AND WILL ABIDE BY THEM. THEY ARE CONSIDERED PART AND PARCEL OF THE GOVERNING DOCUMENTS OF THE HOMEOWNERS ASSOCIATION.

### **Management Responsibilities:**

To provide copies as needed of the Rules and Regulations to the Spanish Villas Homeowners

To provide Pool keys as needed at a cost of \$15.00 (fifteen dollars) per key. \$5.00 for replacement key.

To provide the form of acknowledgement of understanding to be used by the homeowner and to be returned to the Association within 5 (five) business days of signing lease. (Two copies at homeowner's expense)

### **Fines:**

Failure to comply by December 31, 2014 will result in a \$100.00 (one hundred dollars) fine to be paid by the homeowner. Each additional month will result in a fine to be determined by the Board of Directors.

## ARCHITECTURAL

No exterior addition to, nor alteration affecting the exterior appearance of any home, fence, wall, outside door or other structure, including paint or landscape, may be made without written approval of the Architectural Committee. All homeowners should contact the Committee for information as to the procedure to follow in obtaining such approval, and advice as to the guidelines which the Committee follows in acting upon requests for approval. (See Article V, CC&R's.)

Requests for alteration affecting atrium and/or patio, which call for utilization of common walls, must have the approval of the Committee and the Clark County Building Department.

Any additions of gates, or changes to landscaping or entryways, or solar systems as well as all future Air Conditioner units must be pre-approved.

Satellite dishes and are NOT to be placed in the common area. They are to be approved by the Committee BEFORE installation. If reception is not attainable with a standard installation on the balcony or patio, the Board must be notified immediately. Only a free standing apparatus will be allowed for installation of the dish.

All requests must be in writing to the Committee; failure by the Committee to respond within thirty (30) days of receipt of request by Secretary will constitute approval. In case of declination, the applicant is free to request reconsideration; final appeal may be made to the Board of Directors.

Storage of materials, debris, or trash on the outside of units (driveways, walkways, planted areas) is strictly prohibited.

Negligent damage to exterior walls, doors, and windows will be repaired immediately by the homeowner. Failure to do so within fifteen (15) days following notification will allow the Association to take action and assess costs to the homeowner.

Windows visible from the streets and common areas will not have foil, sheets, paper, etc. for coverings. A reasonable time (four months) after move in shall be allowed before installation of window coverings must be completed.

All modification allowed by Committee and Board of Directors must be approved upon completion and maintained thereafter by the homeowner  
Authority: Article V, CC&R's)

Persons from 12 to 14 (Twelve to Fourteen) years of age may use the Jacuzzi ONLY if accompanied and monitored by their Parent or an adult 18 years or older.

\_NO infant or toddler will be permitted in the pool unless they are wearing the special swimming diapers. NO regular disposable diapers acceptable.

All bathers shall take a cleansing shower before entering or re-entering the pool/Jacuzzi enclosure.

Persons not dressed for bathing shall not be in the pool area except for service or official use.

Persons suffering from colds, fever, coughs, sore or inflamed eyes, any skin disease, communicable disease, open sores or bandages are excluded from the use of the pool/Jacuzzi area.

Spitting, soiling, or in any way contaminating the pool water, walkways, or dressing room areas is prohibited.

Eating, drinking and smoking within the pool enclosure is prohibited.

Bringing or throwing into the pool or onto walkways any object that may in any way contaminate, endanger safety or produce unsightliness is prohibited.

No boisterous or rough play will be allowed within the pool enclosure.

Persons under the influence of alcoholic beverages are not allowed in the pool enclosure.

### **Solo bathing is prohibited.**

Lifesaving equipment is not to be used for play.

Pool Gates MUST be kept locked at all times. Your key verifies your; if loaned, it may be confiscated.

### **Our pool is maintained for residents of Spanish Villa ONLY**

Keys may be issued with lot number of unit imprinted thereon. Possession will signify the reading of these rules and agreement that keys may be confiscated, and/or suspension of privileges be revoked, upon flagrant or repeated disregard of rules. Fines will be levied for undue littering or damages of any kind.

Keys will be obtained by homeowners ONLY. For the first issuance, a deposit of \$15.00 (fifteen dollars) will be required. Replacements will require \$5.00 (five dollars) replacement.

In case of a homeowner using his/her unit for a rental, a letter of authorization from the Homeowner will be required, before pool keys issued.

For every child under ten (10) years of age in the pool area, there must be at least one (1) adult accompanying each child. As per SNHD Code.

## PETS

All laws of the State of Nevada pertaining to pets will apply, unless otherwise stated in the rules below.

Pets shall constitute dogs and cats. Birds (except for Macaws & Cockatoos) and fish are not considered pets.

Pets shall not create a nuisance to neighbors through noise, odor or otherwise.

Pets are to respect the Clark County "Containment Ordinance 10.360408" (Leash Law) while on common areas of Spanish Villas.

The owner of the pet is responsible for removal of pet droppings. Failure to remove pet waste in the proper manner by the owner/walker shall result in a \$100.00 (one hundred dollars) fine.

The Board can prohibit any animal that is found to be a nuisance to neighbors. The Clark County Animal Control Unit will be notified in circumstances of non-compliance.

Pets shall be limited to no more than two (2) per unit and or which complies with current County Ordinance.

Pets MUST be accompanied by their owner at all times while using the common areas and the owner must be in COMPLETE control.

Vicious Breeds that attack people or other dogs within the community will be reported to Animal Control and the Owner will be summoned to an immediate hearing where the Board shall impose a Health & Safety fine as well as request the vicious dog be removed from the community.

New residents (homeowners and/or tenants) are to provide proof of compliance with shots and license for each pet.

## POOL RULES

**All persons under the age of 18 years old must be accompanied by an adult 18 years or older at all times to use the Pool facilities.**

All previously published rules regarding the use of the Pool shall apply, with the exception of

Pool capacity, which will be reduced to a maximum of twenty (20) people. The maximum number of persons in the Jacuzzi shall not exceed (5) people

Any damage to the pool/Jacuzzi area, dressing rooms, furniture, fence and anything applicable to the pool area shall be repaired or replaced and billed to the homeowner. This will include tenant and guest behavior

## ASSOCIATION FEES

HOA assessments are due on the first (1st) of each month. They are considered late after the fifth-teen (15th) of the month.

### **A late fees of \$15.00 MUST be included in the payments.**

After sixty (60) days, unpaid assessments the Owner will be sent a NODA and shall be charged \$30.00 also you will be provided an opportunity to meet with the Board, to resolve nonpayment of assessments issues, contest the past due amounts or enter into a payment plan, along with the payment of regular monthly assessment obligations.

Failure to take action to resolve your account delinquencies the account will be turned over to the collection agency and any cost incurred for this service will be passed on to the homeowner. Any charges for these services will be passed on to the homeowner.

After ninety (90) days, you will receive a lien letter from the collection agency. Any cost for these services will be passed on to the homeowner.

After one hundred twenty (120) days, you will be placed into non-judicial foreclosure.

Once you are turned over to collections, you will no longer be able to make your payments to the management company.

### **All payments and fees incurred MUST be paid to the Collection Agency.**

The Collection company fees can be \$ 1,950.00 in addition plus, to what your past due assessments are.

## DUTIES AND RESPONSIBILITIES

Inasmuch as all homeowners wish to maintain the value and desirability of our units, it is the duty of all homeowners to insure adherence, by all, to all Rules and Regulations. The Board of Directors has the primary responsibility to initiate, adopt and publish the regulations. Each homeowner/tenant has the duty to aid in the enforcement of these Rules and Regulations.

No member of the Board of Directors receives any pay for his efforts on behalf of the Association. He may only receive reimbursement for actual expenses incurred. Should any homeowner wish to help in any of the multitudinous duties, please contact any member of the Board of Directors?

All meeting dates and minutes (Homeowners and Board of Directors) will be published and posted in a newsletter mailed to the homeowner. Each homeowner is urged to attend and/or be involved in our activities and committees.

## LANDLORDS/TENANTS

All tenants are required to adhere to the SVHOA Rules and Regulations. In addition, NRS 116 shall apply in all landlord/tenant relationships.

Responsibility for tenant's compliance with our regulations lies ultimately with the homeowner. Homeowners will furnish pertinent SVHOA documents necessary to ensure the understanding of, and compliance with, our Rules and Regulations. The homeowner MUST supply a written notice to the Community Manager and the Secretary of the SVHOA that his/her tenant has read and understood the SVHOA Rules and Regulations. Failure to comply with this rule upon occupancy of the unit may result in a fine of up to \$100.00 (one hundred dollars) to the homeowner.

The homeowner must furnish a copy of the lease, as well as the names and telephone number of tenants, (Resident Information Form) to the Management Company and the Board of Directors.

The homeowner will assume financial responsibility for the conduct of all his/her tenants and their guests. Each incidence of damage to Spanish Villas property shall result in a fine of up to \$100.00 (one hundred dollars) and the homeowner will bear the cost of all repairs, per NRS 116 health and safety code enforcement.

All dealings between the tenant and the SVHOA shall be dealt with through the homeowner of the property. In case of non-compliance and/or damage, notification will be served to the homeowner only. It is the responsibility of the homeowner to contact their tenant.

## GUESTS

Guests' behavior and compliance with the Rules and Regulations are the responsibility of the person visited; any damages incurred by guests will become the responsibility of the homeowner/tenant.

Guests who are partaking in any activities in the common area must be accompanied by a homeowner or resident tenant.

Further stipulations are discussed under pertinent categories such as Pool, Parking, etc.

## LANDSCAPING

Landscape planting shall not be cut pruned, transplanted or altered in any way by any homeowner/tenant except through a request to the Board of Directors who will insure landscape integrity and conformity.

Homeowners shall be responsible for damages to common areas caused by themselves, their tenants, residents, guests or their pets.

Destruction of landscape areas will lead to replacement/repair by the Board of Directors with the costs to be borne by the responsible homeowner.

Residents are to allow the use of their water supply in the performance of service to their unit.

Because Spanish Villas' "drip system" will not properly water new plants, homeowners/tenants are to be responsible for applying appropriate amount of moisture to any new plantings at their unit.

## MANAGEMENT

It is the responsibility of the Board of Directors to hire the Management Company.

Owners of the units, as well as tenants, are to be respectful when it comes to conducting business with the Management Company and/or the Property Manager. Homeowners and tenants are to be civil, professional and courteous to the Manager at all times.

All complaints MUST be in writing. Management will not take complaints over the phone. They can be e-mailed or mailed to the Management Co. The homeowner should have the current address and phone numbers of the Manager and Management Company.

Emergencies on the property should constitute the following; fire, flood or blood.

## PLEASE CALL 911 BEFORE CALLING THE MANAGER.

The Management Company has an after-hour's emergency number which all homeowners should have.

**This number is to be used for emergencies only. 702-796-4794**

Regular Management Company hours are Monday to Friday from 9:00 AM to 5:00 PM