

# PUEBLO @ SANTA FE CONDOMINIUM ASSOCIATION

## RULES AND REGULATIONS

### REVISED VERSION AUGUST 2020

#### ATHORITY AND PURPOSE FOR THE RESOLUTION:

WHEREAS, The Pueblo at Santa Fe Condominium Association is a Nevada Non Profit Corporation duly organized and existing under the laws of the State of Nevada; and CC&RS Article 21, Section 21.3, 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 Pueblo at Santa Fe Condominium Association Board of Directors adopts the following Rules & Regulations effective August 6, 2020.

#### 1. STREETS/GARAGES/PARKING

- A. All vehicles belonging to a resident must be currently registered with the management company (i.e. provide make, model and license plate)
- B. Each unit is equipped with an individual two car garage to park vehicles. Residents must park at least two automobiles in their garage before using common area spaces. Garages may not be used for any purpose that would prevent the parking of vehicles in that garage. Residents must obtain a parking permit to park a third vehicle or an oversized vehicle (meaning a standard car or pickup that is too large to park in the garage with the garage door closed) in a common area space. If a resident's vehicle is too large to allow the garage door to close, the resident may park the oversized vehicle in the common area parking provided they obtain a parking permit from the Association. In such event, there will be no . dedicated spot for the oversized vehicle, and open parking spaces are to be utilized on a first come first serve basis. A vehicle may be considered oversized if it is too wide or too tall to fit in the garage next to another standard sized vehicle. The Board of Directors shall determine if a vehicle is oversized based on a garage inspection.
- C. Any guest vehicle parked in a common area space overnight must display a current visitor pass. Visitor passes are for the short term use of visitors only. As used in this rule, short term shall mean 2 weeks or less in a 45 day period.
- D. No vehicle may be parked in a manner that interferes with ingress or egress to any unit or ingress to or egress from the community. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard at the Community. No vehicle

may be parked, even temporarily in fire lanes, or in any area designated as a "No Parking" area.

- E. Any vehicle that is parked in a handicapped space without a proper identification placard or license plate is subject to immediate towing at the owners expense.
- F. Any vehicle causing visible spills, such as oil or fuel, shall be removed from the complex until repaired. The cost of cleaning spills will be the responsibility of the resident.
- G. No inoperable or unregistered vehicle of any type, including vehicles with flat tires shall be parked in the community.
- H. Vehicle repairs and other activities are not permitted on the property, except completely within the garage with the garage door closed, unless the Board of Directors determines the activity creates a nuisance.
- I. Commercial vehicles, heavy load vehicles, campers, RV's etc...are prohibited from parking in the Community except for loading/unloading. (maximum time limit: 1 hour) Noisy or smoky vehicles are not permitted in any portion of the Community. All vehicles parked in the Community must be operable. No boats, trailers, recreational vehicles buses or commercial vehicles shall be permitted without the prior written consent of the Board.
- J. Abandoned vehicles shall not be parked anywhere within the community. Any vehicle shall be considered abandoned if:
  - i. The vehicle appears to be in a state of disrepair making it incapable of being driven in its present condition.
  - ii. The vehicle is parked and has not been moved for a period of 72 hours, without prior authorization from the Board or Management.
  - iii. The vehicle does not have current registration/license plates.
- K. Per Las Vegas Municipal Code 11.10.200, abandoned vehicles and unauthorized parked vehicles may be towed at the owners' expense. A 48 hour notice will be applied to the vehicle windshield prior to towing. The currently contracted towing company name and phone number can be obtained from the Management Company and will be posted in conspicuous places throughout the property.
- L. Garage doors are to remain closed at all times, excluding vehicle loading and unloading or for cleaning purposes.
- M. The speed limit on all community streets shall be 10 miles per hour.
- N. Vehicles parked in red zones or in front of garage doors are subject to immediate tow with the following exception:
  - i. Vehicles may be parked in front of the garage door for immediate loading/unloading only. If loading/unloading, resident must have hazard lights on and be actively loading/unloading the vehicle.

## 2. PATIOS/BALCONIES

- A. Each resident is responsible for the cleanliness of his patio/balcony. It is to be clear of paper, cardboard, cans and any other debris. Patios/Balconies are not to be used as storage areas. Only appropriate outdoor furniture shall be kept on the patios. No boxes, refuse, bicycles, play equipment, workout/exercise equipment, toys or other items may be placed on patios, balconies, entry areas or common area.
- B. No linens, clothing, laundry, towels, or any items shall be hung over the patio/balcony walls.
- C. Patios/Balconies are not to be used as animal kennels or outdoor storage areas.
- D. Residents are not allowed to throw smoking materials over the patio/balcony walls.
- E. Decorations deemed to be vulgar or lewd by the Board of Directors must be removed immediately upon the request of the Board.

## 3. OUTDOOR COOKING

A. In accordance with Clark County Fire Code 1102.6:

- i. With the exception of Electric Barbecues, outdoor cooking at condominiums with portable barbecuing equipment using gas, propane or charcoal is prohibited within ten (10) feet of any building wall, overhang, balcony or opening or other combustible material.
- ii. The storage of LPG fueled barbecues and equipment is prohibited within living quarters.
- iii. Storage of grills and related equipment in the common area is prohibited.  
Charcoal and propane grills on the balcony or patio of a second floor unit is prohibited.

## 4. RESIDENTIAL USES

- A. 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.
- B. Occupancy under a lease does not constitute membership in the Association, but does bind the occupant to comply with the governing documents of the Community including these Rules and Regulations.
- C. Units may not be rented for a term of less than sixty (60) days, or used or rented for transient, hotel, or motel purposes. Timesharing of a unit is not permitted.
- D. 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. BUILDING MAINTENANCE

- A. Owners are responsible for the maintenance and repair of all doors, windows, appliances, air conditioning and heating systems, plumbing and electrical systems (including all connections and equipment) servicing their Units.
- B. Owners are responsible for the maintenance, repair and replacement of doorsteps, balconies, patios, exterior doors and windows.
- C. Owners are responsible for keeping their Units in a well-maintained condition.
- D. Owners are responsible for replacing the light bulbs of their Units patios and porch lights. Any outside lights for the sole purpose of safety and illuminating addresses shall be replaced by the Association vendor.
- E. Owners shall promptly repair and or replace any broken glass in their Units windows and door at their cost.

## 6. BUILDING EXTERIOR

- A. Residents shall immediately report to the Board a discovery of any leak, break, or malfunction in any portion of their Unit, the common area or the building. The failure to report a problem promptly may be deemed negligence by such resident who may be liable for any additional damage caused by the delay.
- B. One (1) sign advertising that a Unit is for sale or rent is permitted in the window of a Unit, not to exceed 24 inches by 36 inches.
- C. Holiday decorations, lights, and other such items may be placed no more than thirty (30) days prior to the holiday and must be removed thirty (30) days following the holiday and are not permitted in any portion of the common area. All such decorations shall be displayed in a manner that is neat and orderly.
- D. Residents shall not place potted plants or other yard/garden items of any kind in the common areas, other than on the balconies of their Units or as otherwise allowed by the Association. Any plants planted in the common area shall be removed by the Association and cost of said removal shall be assessed to the unit.
- E. No resident shall keep any unsightly object which is visible from the exterior of the unit.
- F. No resident shall keep or store anything in any common area.
- G. Additions, alterations, improvements or changes to the exterior of a Unit require the prior written approval from the Board, 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 (60) days to respond in writing of said request.

- H. Interior improvements and alterations that do not affect the structural integrity, mechanical systems or otherwise lessen the support of any portion of the community are permitted.
- I. Window Solar Screens must be white, beige or brown.
- J. Security Doors require Board approval prior to installation.
- K. Satellite dishes must be installed according to the following rules:
  - I. Satellite dishes must be 1 meter or less in diameter. Satellite dish wiring must be professionally installed and painted to match the building exterior.
  - ii. Satellite dishes are not allowed to be placed on any common area sidewalk or landscaping.
  - iii. Satellite dishes may be placed on a tripod on the balcony patio, attached to the balcony railing (provided the satellite dish does not protrude over the balcony railing more than 10 inches), or attached to the highest eave of the building. Satellites shall not be installed on the roof of any building.

## 7. REFUSE CONTROL

- A. No boxes, refuse, debris and other such items are to be stored on balconies, patios, garage or common areas, or otherwise in an area that is visible to others. Balconies and patios are to be kept free and clear of refuse and in clean and orderly condition at all times.
- B. Trash and recycle bins are to be placed outside only on trash pick-up days. (Monday's). Receptacles may be placed outside no more than 12 hours before trash pick-up, and they must be removed from public view and stored out of sight no later than 12 hours after trash pick-up. Bulk items may only be placed out on bulk pickup days.
- C. Trash placed out for collection must be placed in a tightly closed bag or trash container for such use. Loose trash is not permitted.

## 8. NUISANCES

- A. Noxious, offensive, dangerous and unsafe activity creating a nuisance or annoyance to others is not permitted.
- B. Radios, stereos, TVs, musical instruments, party activities, car horns, alarm devices and any other noise sources shall be restricted at all times 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 reporting the incident in writing to management.
- C. Riding bicycles, skateboards, roller skates and other such items is not permitted on sidewalks, landscaping or in the breezeways.
- D. No Unit may be used in any way that;
  - i. May be a nuisance to occupants of neighboring Units.
  - ii. May be calculated to reduce the desirability of the Community.
  - iii. May endanger the health or safety of other residents; or

- iv. May violate any law or provision of the Associations Governing Documents.
- E. The Board shall have the right to determine, in accordance with the Community's Governing Documents, what constitutes a nuisance on a case by case basis.

## 9. PETS

- A. A maximum of (2) two household pets of no more than 15 lbs each, including dogs, cats or other small domestic pets are permitted per unit without prior written consent of the Board of Directors . Residents may be required to submit a veterinary report to verify the weight of their animal. Cats are not allowed to roam the community grounds, fences or roofs.
- B. Any animal deemed to be vicious or dangerous shall be permanently removed from property upon three days written notice following notice and hearing from the Board. For the purpose of this rule, an animal shall be deemed vicious if:
  - i. Without being provoked, the animal killed or inflicted substantial bodily harm upon a human being.
  - ii. While off the premises of its owner or keeper, the animal killed or caused substantial bodily harm to a domestic animal.
  - iii. The animal has been declared dangerous or vicious by a law enforcement agency or animal control agency.
  - iv. An animal may not be found dangerous or vicious based solely on breed, size, or because of a defensive act against a person who was committing or attempting to commit a crime or who provoked the animal.
- C. When outside the Unit all pets are to be leashed and under the supervision and control of the resident. Pets are not permitted to be tied or affixed to any portion of the common area.
- D. No pet shall be permitted to be kept within any portion of the property if it makes excessive noise or is otherwise determined to be a nuisance. Excessive noise should be reported to CLARK COUNTY ANIMAL CONTROL at the time the infraction occurs.
- E. Pets are not to be on the patio or balcony of the unit or inside garage unless the owner is present. Patio/balconies are not to be used as kennels. Leaving water or food for pets outside a unit is prohibited.
- F. Any damage to patio or balcony flooring caused by pet waste will be the responsibility of the resident.
- G. Pets are strictly forbidden in the pool, mail room, pool deck, fitness center and clubhouse, except for service animals.
- H. It shall be the absolute duty and responsibility of each resident to immediately clean up any solid animal waste from their pets. No odors from pet waste shall be permitted to arise from any unit so as to be unsanitary, offensive or detrimental to any other unit or the common areas.

- I. Any violations to the above-noted restrictions can result in fines and/or request for removal of said pet by the Association.
- J. Residents shall hold the Association harmless from any claim resulting from any action of their pets.

## 10. GENERAL

- A. Residents are responsible for the actions of their children and their guests. They shall assume all responsibility for damage to the premises, furnishings and landscaping caused by them, their children or their guests.
- B. Sheets, blankets, towels, plastic coverings, newspaper, paper, aluminum foil, etc., may not be used as a window covering.
- C. All draperies, blinds and window coverings, which can be seen from the outside of the Unit, must have a white, brown or neutral color backing to conform with the overall appearance of the building.
- D. No fireworks will be allowed within the complex.
- E. Homeowners are responsible to see that the Rules and Regulations are to be passed on to their renters.
- F. Feeding Pigeons or other desert/wild animals is prohibited.
- G. Hummingbird feeders are the only bird feeders that are allowed as long as they are not attached to any exterior walls or in the common area.
- H. A resident may have up to 2 garage sales per year in accordance with city ordinance. This limit does not include any community garage sales organized by the HOA. Garage sales must be held on Saturday and/or Sunday only. Items for a garage sale must be kept solely in the resident's garage and may not be placed in the common area. Garage sale signs must not be attached to any common area sign, post, wall, or landscape and must be removed within 6 hours after the garage sale is over.

## 11. INSURANCE REQUIREMENTS

- A. All owners/ tenants should carry a personal property and liability policy. Each Unit owner/tenant should consult with insurance professionals regarding insurance coverage which best suits their needs. The Association will not be responsible for loss of personal property or separate interest property due to fire, flood, theft, or any other peril. In the event an owner/resident causes damage to the common area, the resident will be responsible for repairs/replacement. The owner/resident will be responsible for the Association's insurance deductible in case of a claim. Contact the management company for the amount of the current deductible.

## 12. PROPER FLAG DISPLAY

- A. Only American flags are permitted to be displayed in the Community and are limited to (1) flag per Unit no larger than 3' x 5' and must adhere to the Federal Flag Code.

## 13. POLITICAL SIGNS

- A. A unit owner may display one political sign for each candidate, political party or ballot question provided that each sign may only be displayed within the physical portion of the community that the owner or occupant has a right to occupy and use exclusively. B. All political signs must not be larger than 24 x 36 inches.
- C. The display of political signs shall be limited to 60 days prior to the election/vote and must be removed no later than 3 days after such election/vote.
- D. No political signs shall be posted in the clubhouse, mailroom, bulletin board or any other common element.
- E. "Political sign" shall mean a sign or flyer that expresses support for or opposition to a candidate, political party or a ballot question in any federal, state, or local election or any election of the Association.

## 14. BULLETIN BOARD

- A. The bulletin board presently exists in the mail room which is a common element. Residents may use the bulletin board subject to the following rules:
- i. Any documents on the bulletin board shall be no larger than 8 h x 5 h inches (the size of a sheet of standard paper).
  - ii. No more than two (2) documents per unit may be placed on the bulletin board by a resident at any given time.
  - iii. Documents placed on the bulletin board must not contain any vulgar or offensive language, including but not limited to insults or accusations against any other resident or owner.
  - iv. No offensive photographs or artwork shall be placed on the bulletin board.
  - v. No illegal documents shall be placed on the bulletin board.
  - vi. All documents on the bulletin board shall be removed at the beginning of each month.
  - vii. No election materials for any election shall be posted on the bulletin board.
  - viii. The Board of Directors has the authority and discretion to remove any improper items from the bulletin board.

## 15. CLUBHOUSE

- A. The Clubhouse and its amenities are available from 6:00 AM to 12:00 AM or at other such times as may be set by the Board. Owners are provided with access keys to the pool area and Clubhouse.
- B. Residents are permitted to bring a maximum of (4) four guests per Unit per day to the clubhouse and pool area. No one under the age of 14 is permitted in the pool area without being accompanied by an adult. No one under the age of 18 is permitted in the clubhouse without adult supervision,



- C. Residents must accompany their guests at all times and are responsible for their actions and for any damage to Association property or personal injuries.
- D. The Clubhouse and the pool may be closed at such times as may be necessary for needed repairs and maintenance, as determined by the Board.
- E. The use of the Clubhouse and pool may be restricted by the Board (after notice and hearing) in the event any resident violates any of these rules or regulations or is past due on assessments.
- F. No commercial activity is permitted at the Clubhouse. Products may not be sold or displayed for profit for any individual or commercial enterprise.
- G. Consumption of Alcohol/Liquor is not permitted in the Clubhouse.
- H. Smoking is not permitted in the clubhouse.
- I. Furniture may be moved within the Clubhouse during reserved, private events. However, all furniture must be returned to its original position at the close of the event.
- J. Live Bands are not permitted.

## 16. CLUBHOUSE RENTAL

- A. Reservations of the Clubhouse may be made by Residents for their exclusive and private parties. The pool is not available for private reservations, and other residents and their guests will not be excluded from the pool area during a private party at the Clubhouse.
- B. Reservations may be made by contacting the management company, completing a reservation form and submitting the required fee and deposit. Reservations must be made at least forty eight (48) hours in advance, although at least one week is advised.
- C. A rental fee of \$40.00 per day is required to reserve the private use of the Clubhouse, to be -paid to Pueblo at Santa Fe Condominium Association. Cash will not be accepted.
- D. A damage/cleaning refundable deposit in the amount of \$250.00 is required for reservations, paid to Pueblo at Santa Fe Condominium Association. Cash will not be accepted. Refund of deposit is subject to any costs incurred by the Association on account of
  - i. Damage to the clubhouse and /or its contents.
  - ii. Damage to Common Area landscaping or facilities arising from the rental.
  - iii. Cleaning.
  - iv. Violations of any of the Rules and Regulations of the Association.

## 17. POOL AND SPA REGULATIONS

- A. Violations of the Pueblo at Santa Fe Condominium Association pool and regulations may result in a penalty assessment and restriction from the use of the community amenities. Any person who refuses to comply with any of the following regulations of Pueblo at Santa Fe,

the City of Las Vegas or the Southern Nevada Health Department may be excluded from the premises or asked to leave the pool and spa area. The Association will promptly bring any action necessary to eject such person(s) from the premises.

- B. The pool and spa area which is defined as the pool, spa and lounging area is for the use and enjoyment of the Pueblo at Santa Fe Condominium Association residents. The use of these facilities is a privilege. Owners/tenants are responsible for any damage or misconduct attributed to their tenants, guests and/or family.
- C. Pueblo at Santa Fe Community Association does not provide lifeguards. All persons using the pool do so at their own risk. Pueblo at Santa Fe does not assume any liability in this regard and are not responsible or an insurer of the safety of its members, their families, children, guests or tenants. Notwithstanding any age limitations set forth in these Rules and Regulations, it is suggested that parents accompany their children of ANY AGE at all times. There are no Lifeguards on duty at any time.
- D. Residents may bring a maximum of four (4) guests per UNIT per day to the pool. Additional guests must be authorized in writing in advance by the Board of Directors. A resident must accompany guests at all time. Regardless of how many tenants live in one unit, the total of persons from one unit including the maximum number of four (4) guests cannot exceed ten (10) persons. There must be a current resident information form on file with the HOA listing all residents.
- E. The pool may be used from 6:00 AM to 12:00 AM. After 10:00 PM and prior to 7:00 AM are designated quiet hours. The pool area is closed to persons under the age of 18 after 10pm without an adult present.
- F. Persons under the age of fourteen (14) are not allowed in the pool area unless under the direct supervision of a parent or adult/guardian in accordance with NAC 444.276.
- G. Persons under the age of fourteen (14) must have adult supervision to use the spa in accordance with NRS 444.276.
- H. No private parties allowed.
- I. There will be a \$35 charge for replacement pool keys.
- J. Unruly behavior, unsafe or offensive conduct, rowdiness, unnecessary noise, jumping or interference with other persons in the pool is prohibited. No running, pushing, cannonball, doing flips or splashing is allowed in the pool area. Diving into the pool and /or spa is prohibited.
- K. Bicycles, skateboards, roller skates and other such items are not permitted in the pool area at any time.
- L. Only one person floatation devices will be permitted in the pool.

- M. Glass bottles, container or other breakable items are prohibited in the pool area. Charcoal, gas or electric grills are strictly prohibited.
- N. Only single person music devices with headphones are allowed to be used in the pool area.
- O. Per Health Department Regulations infants must wear waterproof pants, shimmies with elastic at the waist and legs or "little swimmers" at all times when in the pool.
- P. Lounge chairs, chairs, or tables cannot be reserved. Usage is on a first come basis. Do not stand on, overturn, scratch, break, or burn pool furniture. Do not place furniture in the pool or spa. Do not remove pool furniture from the pool area.
- Q. All persons using the pool must wear swim attire. Street clothes are prohibited.
- R. Personal bathing and use of soap are prohibited in the pool and spa.
- S. Gates to the pool area must remain closed and locked at all times.
- T. Animals are not permitted within the pool area except for service dogs. No animal of any kind is permitted in the pool or spa water.
- U. Life saving equipment is for Emergency use only.
- V. Pool use is strictly governed by State and County Ordinance and the Southern Nevada Health District. The provisions of such laws shall control and be enforced.

## 18. MAIL BOXES

- A. The community mailboxes are a limited common element. The maintenance and repair of any mailbox or its components shall be performed by the Association and the cost of which assessed against the unit for which it is assigned. The individual lock is the responsibility of the owner.
- B. The Association shall provide owners with a key to access their mailbox, unless it was a personal lock that the Association does not have a key for. A fee of \$10 shall be charged as a deposit and can be refunded when the master key is returned.
- C. Any owner wishing to change the lock on their mailbox shall submit a written request to the Board of Directors and shall be assessed for the actual cost of the new lock and installation. If they wish to change their own lock they may do so and the Association will not be responsible for maintaining a replacement key.
- D. Mailboxes shall not be used for any other purpose than the delivery of USPS mail.
- E. Nothing shall be attached to the exterior of the mail box door.
- F. Damaged mailboxes should be reported to management immediately.

## 19. ENFORCEMENT AND PENALTY FOR VIOLATIONS

- A. On the first alleged violation of these Rules, a written Request for Compliance (Courtesy Notice) is mailed to the owner via first class mail with Correction Response Form enclosed for Owner. If the owner cures the violation and returns the completed Correction Response Form to the Association within 14 calendar days of the date of the Request for Compliance, Warning Notice, no penalty shall be assessed for the violation; provided, however, that this paragraph shall not waive any costs, damages or reimbursements otherwise owed from the Owner to the Association pursuant to the Rules.
  
- B. On the second alleged violation, a second Request for Compliance (Formal Notice) shall be mailed to the owner via first class mail with Correction Response Form enclosed for Owner.

If the owner cures the violation and returns the completed Correction Response Form to the Association within 14 calendar days of the date of the Request for Compliance-Warning Notice, no penalty shall be assessed for the violation; provided, however, that this paragraph shall not waive any costs, damages or reimbursements otherwise owed from the Owner to the Association pursuant to the Rules.

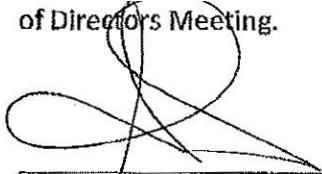
- C. On the Third alleged violation a Hearing notice shall be mailed via first class mail to the owner. Such notice is to include any proposed action, including the date, time and place of a hearing before the Board on the matter, if any. At such hearing, the unit Owner may be subject to a compliance fine at the hearing whether present, not present or represented.
  
- D. Compliance fines imposed by the Board shall be determined on a case by case basis, but in no event shall the assessment exceed \$100.00 per infraction unless deemed to be a health and safety issue by the Board, exclusive of any other costs, damages or reimbursements due from Owner to the Association pursuant to these Rules.
  
- E. Any imposed compliance fine will be assessed to the Association account. A collection lien may be filed against the Unit if payment is not received within thirty (30) days upon receipt of the violation assessment, in addition to any other costs, damages or reimbursements due from Owner to the Association pursuant to these Rules.
  
- F. If a violation is considered a health and safety issue, it will be noticed once to an immediate hearing.

I, the undersigned, do hereby certify:

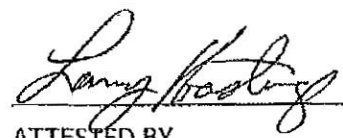
THAI\* I am the President Of Pueblo at Santa Fe Condominium Association Inc., a Nevada nonprofit cooperation; and

THAT these Rules and Regulations constitute a change to the original rules and regulations and shall amend all previous versions of the rules and regulations; and

of Directors Meeting.

  
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PRESIDENT

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ATTESTED BY

THAT these rules and regulations were duly adopted at the August 6, 2020 meeting by the Board of Directors.