

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

2022 Edition

(Revised September 2021)

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STARFIRE ESTATES III HOMEOWNERS
ASSOCIATION
Rules and Regulations
2022

AUTHORITY 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 as of the date shown below February 28,2022.

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 owner's responsibility to inform their tenants of these rules and regulations and insist in writing, preferably in the lease agreement, the tenants have been provided, 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. However, if the Board believes a violation has occurred, any evidence and/or reports used to support that belief that a violation has occurred will be provided to the alleged violator and the identity of the reporter may have to be disclosed. The board may inform the reporter that the reported violation is under investigation and whether it has been resolved.

2.3 The board uses the following process for action on any violation where health, safety, and welfare 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 included 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.

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 on the lot, which must be placed inside the window of their home.

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

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

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.

3.7 The common areas are supported by a wide variety of vendors. These independent contractors work for the Association. Residents may NOT discuss any vendor-related 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 violations.

3.8 The Board may, from time to time, approve parties to be held in the common areas or on the street. "Party" shall mean any private gathering of five (5) or more persons. Any owner wishing to host such a party shall apply to the Board for approval. Any party to be held in the common areas or on the street shall be subject to other reasonable conditions as determined by the Board.

4. POOL & SPA USE

Pool and spa use is 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 maximum of two (2) guests per unit. An owner or tenant shall not be deemed to be in "good standing" if said owner has any unpaid and past due assessments or fines. In a case where the owner is NOT in good standing, the owner and the owner's tenants may be prohibited from using the pool or spa area following a hearing, in conjunction with the CC&Rs. 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.

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. Violations of this Section 4.3 may be treated as health, safety, and welfare violations.

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 lifesaving 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 is NOT permitted in the water or within 4 feet of the water's edge.

4.6 Use of the swimming pool is restricted to persons with competent swimming ability. Any person who does not have adequate swimming proficiency must be accompanied and supervised by an able-bodied owner or tenant with such ability.

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/spa area fence. When leaving the pool/spa area, all trash and personal items must be removed prior to departure of the pool/spa area.

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 owners/tenants 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 into or applied to, the pool or spa. These products are damaging to the pool and spa filtration system. In addition, this act may constitute a health, safety, and welfare violation. Owners and tenants will be held responsible for any governmental penalties or fines imposed on the HOA by the Health Department or any other governmental agency for any such violations for which an owner or tenant is responsible for. Fines from the Health Department may be up to, or exceed, \$2500.00, and will be assessed to the owner/tenant responsible for the violation in addition to any/all associated repair costs. In cases where there is significant damage to the pool and spa area, or common areas, the board reserves the right to seek legal action against 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 HOA may require an owner to submit a \$250 deposit and may limit the number of guests to 15 persons or less, at the Board's sole discretion. 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, at the Board's sole discretion

5. PARKING AND VEHICULAR RESTRICTIONS

5.1 Garage Parking: Garages shall be used for the parking of vehicles before storage. One vehicle must be parked in the garage or designated parking space prior to parking in any outside spot.

5.2 Assigned Parking Spaces: Residents must park in their garages, in their assigned space in the common driveway, or on their parking pad. Residents shall not park in visitor parking spaces. Visitor parking spaces are for the sole purpose of visitor parking. Any spot not designated to a property shall be considered 'visitor parking'. Parking at the pool shall be considered visitor parking and limited to 48 hours. All visitor vehicles must move at least every 48 hours. Any visitor vehicle left for more than 48 hours without moving shall be subject to tagging and towing at the vehicle owner's expense. It is prohibited for residents or visitors to attempt to circumvent the 48-hour time limitation by moving to an adjacent visitor parking space. Persons who intend to leave their vehicles in visitor parking for more than the allotted 48-hour period must seek approval from the HOA, which may be granted at the discretion of the HOA.

5.3 Parking Permits: All vehicles parked in any common area must display a current, valid parking permit, issued by the HOA. Permits shall be granted at the sole discretion of the HOA. Garage inspections may be required to verify that garages have not been converted to living space and are not being used for storage prior to permits being granted. Management must be contacted for new or replacement permits. Additional information may be required.

- a. Resident Permits shall be limited to two permits per address;
- b. Permits must be displayed clearly on the vehicle's dashboard so as to be visible through the windshield.
- c. Visitor Permits are limited to visitors to the community and shall not be used by residents.
- d. Management must be notified if a visitor intends to be parked on the Property for longer than 48

hours consecutively.

5.4 Ingress and Egress: No vehicle shall be parked in a manner that blocks the ingress or egress of residents or first responders. Double parking, parking at the entrances of common driveways, and parking in front of garages or driveways is not permitted. Vehicles parking in a manner that makes it unreasonably difficult for someone to ingress or egress from their property may be towed, at the owner's expense.

5.5 Red Zones: At no time is parking permitted, for any length of time in the streets. All street curbs are painted **RED AND NO PARKING SIGNS ARE POSTED**. Violators are subject to towing at the owner's expense.

5.6 Vehicle Storage: The storage of an operable vehicles is limited to 48 hours in any common parking area. Vehicles must be moved every 48 hours and must be kept in a manner that an operational vehicle would be kept in. Vehicles that appear to be inoperable may be tagged or towed at the owner's expense. Inoperable vehicles include, but are not limited to, those that have deflated tires, debris collection or spider webs collecting, or show any general signs of storage.

5.7 Restricted Vehicles: The following vehicles are not permitted to be parked anywhere within the community including, but not limited to: mobile homes, vehicles with commercial writing, recreational vehicles (such as boats, trailers, campers, or other reasonably similar vehicles), large commercial trucks (such as dump trucks, cement trucks, and delivery trucks), unregistered vehicles or vehicles with expired registration, inoperable vehicles. Owners who park restricted vehicles anywhere within the community, are in violation of this provision and will be subject to fines and other sanctions permitted under the CC&Rs.

5.8 Sidewalk, Walkway and Landscape Parking: No vehicle shall be parked or driven on sidewalks or walkways. No vehicle shall be parked on any landscape, lawn, gravel, or shrubs.

5.9 Damage to Common Area by Vehicles. The owner of any unit shall be responsible for any damaged common area caused by their vehicle, or a vehicle operated by the owner's tenant or guest, including, but not limited to, fluid stains or damaged rocks and shrubs. Owners shall be responsible for the cost of repairs to the common areas that are damaged by vehicles owned or operated by the owner or the owner's tenants and guests.

5.10 Temporary Parking. Temporary parking in any non-designated parking space is permitted only for the shortest time needed to accomplish loading or unloading of vehicles.

5.11 Motorcycles: Licensed motorcycles or other motorized vehicles anywhere in the community must be operated at low RPM engine speed to minimize noise pollution.

5.12 Noise Pollution: Vehicles must have sound muffling devices and not be modified to produce unreasonable noise.

5.13 Speed Limit: The speed limit within the community is 15 mph and must be observed at all times.

5.14 Auto Repairs: Only minor automotive repairs, such as, tire, battery, light bulb changes and the checking of fluid levels are permitted in parking areas. Such maintenance may only be

performed if all elements of the repair effort including parts and tools are kept completely inside of an owner- assigned parking space or garage.

5.15 Towing Policy: Any vehicle in violation to any of the aforementioned Parking and Vehicular rules **unless otherwise specified**, shall be subject to the following towing rules:

- Violating vehicles will be tagged with a towing notice upon discovery of the violation.
- 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 or operator.
- Tags are valid for 60 days. If a vehicle is found in violation of the same rule within 60 days, said vehicle will be towed, at the owner/operator's expense without any further notice.
- All signage required by law shall be posted up in certain common area locations.

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, furniture, appliances, or large packing boxes in the dumpster corrals. Residents are responsible for the removal of such items. The trash company will not pick up 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 responsible for causing the overage will be responsible for reimbursing the Association for said overage.

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

THE DUMPSTERS ARE UNDER CAMERA SURVEILLANCE.

7. PETS

7.1 Residents may keep up two (2) household pets (excluding fish, birds,). Animals in excess to this number will be in violation to these rules and subject to 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 a unit.

7.3 While walking a pet in the community, pet owners **MUST** have a waste disposal bag on their person. This bag should be kept visible so as to be seen by those nearby. Having the bag in a concealed place will lead the members of the association, the Board, and HOA management personnel to believe the owner is not equipped and therefore, may be subject to a violation fine.

7.4 Failure to clean up after a pet may result in the owner being called to an immediate hearing for a health, safety, and welfare violation where a fine may be imposed.

7.5 Unattended barking dogs are a major nuisance to neighbors near and far. Owners may be subject to fines from the Las Vegas Animal Control if their pets are left outdoors for prolonged periods regardless of whether the owner is home. A dog nuisance will not be tolerated by neighbors, the Board of directors, animal control, or the management company. Any barking dog issues should 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 must maintain their planter areas so as to keep an attractive appearance. Weeds and dead plants/bushes must be removed in a timely manner.
- 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. Pet waste must be cleaned routinely. Although possibly confined to an enclosed lot, pet waste should not be visible from any Common Area. The accumulation of pet waste may constitute a health, safety, and welfare violation and may also be considered an odor nuisance to surrounding neighbors.

8.4 Owner Window Treatments guidelines:

- a. Unacceptable window coverings include sheets, blankets, foil, newspaper, cardboard etc. Acceptable coverings include vertical blinds, mini blinds, draperies, curtains, and shutters, etc. These coverings should be maintained and cleaned. Owners must replace coverings that are visible from the street if damaged, bent, and broken or sun burned.
- b. If rectangular windows have screens, they must be kept in good repair. Owners are not required to have ~~screens~~. However, damaged screens must be replaced immediately.

8.5 HOMEOWNERS' LANDSCAPERS ARE PROHIBITED FROM USING TRASH BINS THAT BELONG TO THE ASSOCIATION.

9. INSURANCE

9.1 Each owner is obligated to procure and maintain, at all times, a policy of fire and casualty insurance with extended coverage, without deduction for depreciation, in an amount as near as possible to the full replacement value of such owner's unit, in compliance with the CC&Rs.

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

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.

Nick Arnone
Nick Arnone (Apr 5, 2022 11:30 PDT)
Board Member Signature

Pres.
Position

Apr 5, 2022
Date

Elizabeth M Abatangelo
Elizabeth M Abatangelo (Apr 5, 2022 12:24 PDT)
Board Member Signature

Treasure
Position

Apr 5, 2022
Date









SF3 Rule Regulations 2021 - Unapproved

Final Audit Report

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