

# RULES AND REGULATIONS

## HOLLOW DE ORO HOMEOWNERS ASSOCIATION

Adopted by the Hollow De Oro Board of Directors'  
on 10-10-2012

## Table of Contents

Introduction .....	Page 3
Animals .....	Page 3
Nuisance .....	Page 3
Parking .....	Page 4
Garbage.....	Page 4
Signs .....	Page 4
Maintenance of Lawns.....	Page 4
Lease Restrictions .....	Page 5
Holiday Decorations .....	Page 5
Architectural Requirements .....	Page 5
Courtesy Patrol .....	Page 6
Enforcement of CC&R's, Rules and Regulations .....	Page 6
Fine Fee Schedule .....	Page 7

## **INTRODUCTION:**

These rules have been established to serve as comfortable guidelines for enjoying the community of Hollow De Oro without infringing upon the right and common benefits of all owners.

In maintaining the quality of the community, observing and enforcing these Rules and Regulations is the responsibility of each owner, resident, tenant and guest.

The Rules and Regulations are issued by the Board of Directors' as authorized by the Declaration of Restrictions (CC&R). All owners have been given copies of the Bylaws and the CC&R's for Hollow De Oro Homeowners Association. Owners are urged to read these documents carefully since they set forth, in complete and detail form, the rights, duties and obligations of each owner.

Although these Rules and Regulations support the CC&R's, they do not cover the entire document. Please read these rules carefully and be sure your family, guest and tenants understand the rule fully. If there are any questions, or if you do not have copies of the Association's documents, please contact your property management company.

## **ASSOCIATION PROPERTY:**

1. Each owner or Lessee shall be responsible for any damaged caused to Association property that may be sustained by reason of negligent or intentional misconduct.
2. The amount of such damage may, in addition to any other rights or remedies, be assessed to the owner's assessment account.

## **ANIMALS:**

1. No household may keep more than three (3) ordinary pets.
2. Any litter deposited by pets on lawns, sidewalks, paths, or other common areas must be removed immediately by the owner of the animal.
3. All pets must be kept with in enclosure, an enclosed yard, or on a leash held by an individual capable of controlling the animal at all times.
4. Residents, who are disturbed by the owner's pet, are urged to first contact their neighbor. If this effort does not resolve the issue, file a written complaint with the Association and /or Animal Control.

## **NUISANCE:**

1. Oil and rust stains in the driveway must be removed
2. Oil stains covered by rugs, mats, card board and by other materials will result in a violation letter.

3. The quiet hours are from 10:00pm – 6:00 am daily
4. Portable Basketball Hoops must be placed in enclosed areas & out of sight when not in use (no later than 10 pm daily)
5. All coach lights are maintained by the owner & must be in good working condition at all times.

## **PARKING**

1. Garage doors must be closed completely at all times
2. All vehicles should be parked in the garage 1<sup>st</sup>, then the driveway, then the street.
3. No commercial vehicles are allowed to be parked within the community without prior approval from the Board of Directors'.
4. No inoperable vehicles are permitted to be stored in the driveways or streets
5. All vehicle maintenance is must per performed in the garage with the door closed
6. When parking vehicles within the driveway they must not encroach onto the rock landscaping
7. No campers, trailers, boats, recreational vehicles or RV's are permitted to be parked within the community for no more than 72 hours (for loading & unloading).

## **GARBAGE:**

1. All trash & recycling bins must be removed by 11:00 pm the night of trash pick-up.
2. All trash & recyclables must be contained in sanitary containers.
3. All trash, rubbish or other waste must be kept in enclosed area as not to be visible from any public street, other lot or common areas.
4. All trash & recycling bins are not permitted to be placed out no earlier than 4:00 pm the night before trash pick-up.
5. Residents are responsible for picking up their trash if it has spilled, blown or otherwise deposited into the common areas.

## **SIGNS:**

1. One (1) temporary realty sign advertising a home is for sale or rent may be located on the front yard of the property.
2. Realty signs may not exceed 18" x 24". "Sold" signs may not be displayed for more than thirty (30) days after the sale of a home.
3. Realty signs must be professional quality and weather resistant material.

## **MAINTENANCE OF LAWNS:**

All front yards must have the following:

- a. A minimum of 1 tree in the front yard
- b. A minimum of 5 plants in the main front yard area

- c. 2 bushes in the main front yard area
- d. 2 plants on the (other) side of the driveway
1. All landscaping must be kept neatly trimmed, properly cultivated and continuously maintained at all times.
2. All trees, plant and bushes are required to be trimmed and maintained on regular basis.
3. Owners are to replace a dead or missing tree, plant or bush in a timely manner.
4. Garden hoses must be properly stored when not in use.
5. All walk ways must be free and clear of landscaping debris as not to cause a tripping hazard.

### **LEASE RESTRICTIONS:**

1. The Association has a 25 % rental cap.
2. All owners who wish to rent their home must submit a copy of the lease agreement to the Board of Director's **prior to the tenants moving in**. The Board shall have fifteen (15) days to review the lease once it has been received.
3. All lease agreements must be for a period of not less than six (6) months.

### **HOLIDAY DECORATIONS:**

1. All season holiday decorations may not be displayed no earlier that thirty (30) days prior to the respected holiday and removed within thirty (30) days after the respected holiday (including window displays).
2. All walk ways must be free and clear of landscaping debris as not to cause a tripping hazard.
3. Do not place holiday decorations on any tree, plant, or bush in the common area.
4. Residents must make every effort to ensure that lights, particularly blinking light or very bright lights do not disturb other residents. Any disturbance caused by lighting or other decorations must be immediately rectified.

### **ARCHITECTURAL REQUESTS:**

1. All exterior improvements or enhancements must have an ARC Application before any and all work is performed.
2. All ARC Application must be submitted to the ARC Committee through the management company.
3. The ARC Committee has forty-five (45) days to review the application.
4. There is a \$2,500.00 surety bond that must be posted depending on the submitted enhancements (ex. Pools, lattice, concrete patios, etc.). If you are not sure please contact the management company.
5. No work may be started unless they have received the written approval from the ARC Committee.

6. All homes have a particular color scheme. The color scheme can be located on the inside of your cabinet door. **ANY & ALL** changes must have an ARC application filled out and approved prior to any changes. If enhancements have been completed prior to ARC approval, the owner may be requested to remove said enhancement & will be fully responsible for the cost of the repairs.

### **COURTESY PATROL:**

1. The Courtesy Patrol has been instructed to obtain the names and address of those that are in violation of the CC&R's and Rules & Regulations
2. The Courtesy Patrol was hired to oversee the community and report any violators to the management company.

### **RULES ENFORCEMENT POLICY**

The following procedure will apply to all violations and infractions of the governing documents. Owners may report violations to the Management Company or Board of Directors'' by submitting a written notice describing the violation. At the time a violation is reported, action will be taken as follows:

1. Based on the information received an analysis of whether or not an infraction or violation of the rules has occurred will be reviewed by the Board.
2. Upon verification by the Board a first notice (Courtesy Notice), will be sent to the owner of the residence to correct the violation by the management company.
3. If the violation continues, or if the response is otherwise unsatisfactory after the first notice, the owner will receive a second notice (Final Notice) and or a Hearing Notice. Once a hearing notice has been received, the owner has the opportunity to appear before the Board or an appointed committee either by appearing personally or by submitting a written response. The Board or committee shall give fair consideration to the owner's oral or written response in determining whether to impose a penalty. If a monetary penalty is imposed, a notice will be submitted to the owner within ten (10) days from the date of the hearing.
4. If the violation continues, or if the response is otherwise unsatisfactory, even after the imposition of a monetary penalty, the Board or its appointed committee may impose additional or continuing fines until such time as the matter is satisfactorily resolved.

5. If the violation continues, the Board may refer the matter to the Association's legal counsel. If a lawsuit is filed the homeowner may be liable for the Association's legal costs and fees.

## **FINE SCHEDULE**

Pursuant to Article XVII *General Provisions*, Section 17.1, **Enforcement** of the Declaration of Covenants, Conditions, and Restrictions for Hollow De Oro ("CC&R's"), and NRS116.3108(5), the Board of Directors' of Hollow De Oro Homeowners Association ("Board") has adopted the following Schedule of Fines:

1) The initial fine imposed pursuant to NRS 116.31031(1) (b), and the continuing fines imposed pursuant to NRS 116.31031(5), for violations of the governing documents of the Association is as follows:

- a) \$100.00 for each and every separate violation of any provision of Section **6.01 Improvements and Use**
- b) \$100.00 for each and every separate violation of any provision of Section **6.02 Animals**
- c) \$100.00 for each and every separate violation of any provision of Section **6.03 Commercial Activities**
- d) \$100.00 for each and every separate violation of any provision of Section **6.04 Utility Service**
- e) \$100.00 for each and every separate violation of any provision of Section **6.05 Nuisance**
- f) \$100.00 for each and every separate violation of any provision of Section **6.06 Garbage**
- g) \$100.00 for each and every separate violation of any provision of Section **6.07 Outside Antennae**
- h) \$100.00 for each and every separate violation of any provision of Section **6.08 Signs**
- i) \$100.00 for each and every separate violation of any provision of Section **6.09 Equipment and Machinery**
- j) \$100.00 for each and every separate violation of any provision of Section **6.10 Laundry**
- k) \$100.00 for each and every separate violation of any provision of Section **6.11 Propane Tanks**

- l) \$100.00 for each and every separate violation of any provision of Section **6.12 Maintenance of lawn and Plants**
- m) \$100.00 for each and every separate violation of any provision of Section **6.13 Vehicle Parking (a-h)**
- n) \$100.00 for each and every separate violation of any provision of Section **6.14 Lease Restrictions (a-j)**
- o) \$100.00 for each and every separate violation of any provision of Section **6.15 Re-subdivision**
- p) \$100.00 for each and every separate violation of any provision of Section **6.16 Improvements**
- q) \$100.00 for each and every separate violation of any provision of Section **6.17 Taxes**
- r) \$100.00 for each and every separate violation of any provision of Section **6.18 Rules and Regulations**
- s) \$100.00 for each and every separate violation of any provision of Section **6.19 Hazardous Substance**
- t) \$100.00 for each and every separate violation of any provision of Section **6.20 Party Walls**
- u) \$100.00 for each and every separate violation of any provision of Section **6.21 Sight Visibility Zones**
- v) \$100.00 for each and every separate violation of any provision of Section **6.22 Compliance with City Requirements**
- w) \$100.00 for each and every separate violation of any provision of Section **6.23 Exterior Holiday Decorations**
- x) \$100.00 for each and every separate violation of any provision of Section **6.24 Blinds and windows**

aa) \$100.00 for each and every separate violation of any provision of the governing documents not specifically mentioned herein. Anything herein to the contrary notwithstanding, there shall be no dollar limit on the amount of any fine, initial or continuing, for any violation of any provision of the governing documents which poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the unit's owners or residents of Hollow De Oro. Such fine amounts will be determined commensurate with the severity of the violation, in the Board's discretion.

