

RULES AND REGULATIONS
FOR THE
PECOS PARK SUNFLOWER
HOMEOWNERS ASSOCIATION

PREAMBLE

The Homeowners Association ("Association") maintains a good neighbor policy. Living in a community governed by a Homeowners Association requires cooperation and consideration among the Residents. The Association encourages property owners to read and abide by the Covenants, Conditions, and Restrictions ("CC&R's") and other governing Documents.

The Association has the duty, responsibility, and authority to adopt and enforce the Rules and Regulations governing the conduct of Residents and their guests. These Rules and Regulations do not supersede the CC&R's or other Governing Documents.

The following rules and regulations were adopted to promote a pleasant living environment for all members of the Association.

REPORTING RESPONSIBILITIES OF OWNERS

1. Each Resident should promptly report to the Manager any items or other conditions, regarding any Common Element, which appears to require repair.

LANDSCAPING

1. Owner is responsible for maintaining the landscaping and irrigation on his own lot in a neat and sanitary condition. (This includes but is not limited to weeds, trash, dying or dead plants, etc.)
2. Changes to the landscaping must be submitted to and approved by the ARC.
3. Normal maintenance of landscaping or replacement of dead or dying landscaping does not need approval by the ARC provided there is no significant change in the type of plants, ground cover, or landscape design.
4. Owners shall not change or interfere with the established drainage of their property.

LEASING OR RENTING

1. The Owner is responsible for the actions of his/her tenant, tenant's family members and tenant's guests.
2. The Owner is responsible for supplying the tenant with a copy of the Governing Documents of the Association.
3. It is the Owner's responsibility to provide a copy of a written lease or rental agreement to the Association within 10 days of a written request from the Board.
4. All leases and rental agreements shall be for a term of not less than 6 months.
5. The community of Pecos Park and Sunflower will consist of a maximum of 10% rental and or lease properties each. The 10% will be determined by multiplying the total homes closed by 0.10.
 - 5.1 The Board will approve all leases and rental agreements on a case-by-case basis until the 10% limit has been reached.

GARAGE SALES

1. Individual Garage Sales are not allowed. Community garage sales will be at the discretion of the Association. With significant interest from homeowners, community garage sales will be held twice a year in April and October on a weekend. Community members who choose to participate may do so in their driveways. All items must be put away the same day.

OWNER'S CONTRACTORS

1. To limit noise and disturbance, construction work shall be restricted to the hours of 7:00 AM to 8:00 PM.
2. Each owner will be responsible for all trash and disturbance to the community to include but not limited to:
 - 2.1. Speeding/Reckless driving (fines may be levied)
 - 2.2. Loud music (fines may be levied)
 - 2.3. Trash in neighborhood (fines may be levied)
 - 2.4. Dirt on streets (fines may be levied)
 - 2.5. Damage to street surfaces (fines will be levied)
 - 2.6. Damage to curbs, gutters and utility boxes (fines may be levied)
3. The Board of Directors may levy fines for clean up and repair after an owner's contractor to be cost plus 25%. All fines are directed to the owner of the home.
4. The Board may require a bond to cover any damage to common areas.

PETS

1. No more than two (2) pets are allowed, unless approved by the Board of Directors.
2. Only common household pets are allowed. This includes but is not limited to dogs, cats, and birds. Livestock is not allowed.

3. No animal may be kept, bred, or maintained on the property for commercial purposes.
4. Pets must be kept on a leash per Nevada law and under the control of the owner when in the Common Elements, outside the Unit, or outside the enclosed rear yard.
5. All pets are to live inside each home and utilize the outdoors for purposes of nature and recreation only. No pet is to live or be maintained permanently outdoors or overnight.
6. Pet owners are responsible for cleaning up after their pets.
7. Excessive noise from an animal will not be permitted. The Association requests that all complaints be submitted both to Animal Control and to the Association, in writing.
8. The Association shall have the right to prohibit any animal that the Board of Directors determines to be dangerous, a nuisance or which unreasonably interferes with the peaceful and quiet enjoyment by other Residents.
9. The cost to repair any damage to the Common Elements caused by a pet of a Resident, Tenant or guest of a Resident will be assessed to the Owner of the Residential Unit.
10. The pet owner is responsible for any personal injury or personal property damage caused by their pets.
11. No pet may be tied to a tree, stake, or any structure in the Common Elements.
12. No animal shall be housed in a Garage.

TRASH

1. All Residents shall contract with the local trash collection company for trash pick-up on a no less than weekly basis.
2. Trash, garbage, or refuse must be contained in a manner that is secure and will not be blown about.
3. Trashcans or garbage cans must be stored in the garage or out of sight (In-between homes is not considered out of sight.) unless they are being made available for collection. They must not be placed for collection prior to the night before scheduled pick up and must be removed from visibility within 12 hours after pick up.
4. Residents will not be permitted to accumulate any garbage, refuse, or obnoxious material on any portion of the Properties.

STORAGE OF ITEMS

1. No Resident shall store any item in or on any Common Element.
2. No unsightly items (including garden, maintenance equipment or basketball hoops) may be visible from the street, unless appropriately concealed or contained.
3. Clotheslines are not permitted and no laundry may be hung out or exposed.
4. No hazardous or toxic waste may be stored anywhere on the property.
5. Installation of a storage shed shall require prior ARC approval.

VEHICLES, PARKING AND GARAGES

1. Residents shall not park, store, or operate within the Properties any vehicle, which is deemed by the Board to unreasonably disrupt the peaceful and quiet enjoyment of other Residents.
2. Commercial vehicles as outlined in the CC&R's are prohibited.
3. Commercial vehicles that are not owned by the resident may be temporarily parked in the driveway when the driver is delivering a product or performing a service for the resident. "Commercial Vehicle" shall mean a truck of greater than one-ton capacity or a bus. A Commercial Vehicle may be defined as such even if the vehicle does not have a commercial license plate or commercial signage. Any commercial vehicle parked unlawfully or in violation of the above rules will be towed immediately at the Owner's expense without prior notification. Any damage to community property by said vehicle will result in immediate fines and restitution.
4. The Association shall have the right to tow vehicles parked in violation of these Rules and Regulations in accordance with Nevada Law.
5. Licensed recreational vehicles may be parked in the driveway or in front of the residence for up to 48 hours for the purpose of loading or unloading the vehicle. Licensed recreational vehicles will be defined as any vehicle that has been licensed in accordance with Nevada Law.
6. Non-licensed recreational vehicles may be parked in the driveway or in front of the residence for up to 24 hours for the purpose of loading or unloading the vehicle. Non-licensed recreational vehicles will be defined as but not limited to ATV's, motorcycles, pocket bikes, three-wheeler's, etc.
7. Vehicles may not block any portion of the sidewalk, curbs, streets, driveways or any portion between the street and the sidewalk.
8. No vehicle undergoing repairs may be visible from the street, adjoining neighbors, or Common Elements.
9. Unregistered or inoperable vehicles must be stored within a closed Garage.
10. Garages shall not be used as living space.
11. Garages are to be used primarily for storage of vehicles and other storage as space allows.
12. Garage doors must be fully closed except for reasonable periods during the removal or entry of vehicles or other items.
13. Residents shall operate any and all vehicles within the community in accordance with Nevada Revised Statutes at all times.
14. Any vehicle parked in a "no parking" or fire lane, may be subject to **immediate towing** without prior notification, at the Owner's expense.
15. No vehicles will be permitted to be parked on landscaping or landscape rocks. Vehicles are to be parked on authorized areas only.
16. ATV's, four-wheelers, motorcycles, pocket bikes or similar recreational vehicles are to be stored in the garage. These vehicles are not allowed to be driven with in the community without a proper licensing in accordance with Nevada law.

WINDOW COVERINGS

1. Window coverings must be of neutral color and normal appearance unless approved by the ARC.
2. Aluminum foil or other non-standard material shall not be permitted.
3. Screens on doors and windows and/or security doors and window bars must have prior written approval of the ARC.
4. Window tinting must be approved by the ARC and kept in good condition.

SATELLITE DISHES, RECEIVERS, AND ANTENNAS

1. No satellite dishes, receivers, or antennas shall be installed on any Lot without prior ARC approval (including roofs, walls, porches and landscaping).
2. If an Owner desires to install a dish/antenna, Owner must submit an application to the ARC for approval, accompanied with a Neighbor Awareness Form from the adjacent Owner.

NOISE OR DISTURBANCES

1. Owners are required to observe "Quiet Hours" during the hours of 10:00 p.m. until 8:00 a.m. Loud noises (radios, stereos, musical instruments, party activities, car horns, loud talking, shouting, etc.) are not permitted.
2. Excessively loud noises are restricted at all times to a level that is not disturbing to other residents.
3. Peace disturbances are a police matter and the affected resident is responsible for calling the police and registering a complaint.

SIGNS

1. One "for sale" or "for rent" sign shall be allowed; it shall not exceed 18 inches by 24 inches, and shall be displayed in a window. No other signs shall be allowed without approval of the Architectural Review Committee. These include but are not limited to realtor signs and advertising signs.
2. No "for sale" or "for rent" signs are permitted in the Common Elements. The Association shall have the right to remove any sign placed in the Common Elements without notice to the owner.
3. Open house signs are permitted the day of the open house. Any open house signs not removed could result in fines being imposed on the homeowner.
4. One "Security" sign shall be allowed; it shall not exceed 64 square inches (8 inches by 8 inches) and shall be displayed in an aesthetically pleasing manner.

FINE SCHEDULE

The following is a list of some common violations and the fines, which could be imposed if a violation has not been corrected after being called to a hearing.

Violation	Fine
Landscape Maintenance	\$25.00/week
Debris	\$25.00/week
Unauthorized Sign	\$25.00/week
Rear Landscaping not complete	\$100.00/week
Inoperable vehicle	\$100.00/week
Oil Stains	\$100.00/week
Parking	\$100.00/week

Note this is not a complete list of violations or fines. The Board determines all fines after the hearing and the above fines are subject to change at the discretion of the Board.

MISCELLANEOUS ITEMS

1. No exterior fires are allowed with the exception of a BBQ grill. BBQ grills shall be placed in the rear yard.
2. All exterior changes must be submitted and approved by the ARC.
3. Holiday decorations must be removed within thirty (30) days of the observed holiday.
4. Display of the American flag is permitted; however, the ARC must approve location.
5. No action or condition may exist that is in violation of any local, county, state, or federal law or ordinance.
6. All complaints must be submitted in writing to the Association. An Owner submitting a complaint must sign the complaint. Complaints that are not signed or are submitted anonymously will not be acted upon.
7. No Owner/Resident may disturb or dictate work to any contractor of the Association. Complaints or concerns must be put in writing and forwarded to the Association's management company.
8. Portable sporting equipment including basketball hoops must be stored out of view when not in use.

THESE RULES AND REGULATIONS ARE SUBJECT TO CHANGES, ADDITIONS AND/OR AMENDMENTS BY THE HOMEOWNERS ASSOCIATION BOARD OF DIRECTORS.

VIOLATION OF THESE RULES AND REGULATIONS MAY RESULT IN FINES, LIENS AND/OR FORECLOSURE AGAINST THE OWNER'S UNIT.

CONFLICT & SEVERABILITY

In the event these procedures may be, at any time, inconsistent with any provision of the governing documents or Nevada law, the governing documents and Nevada law shall control.

THIS RESOLUTION WAS DULY ADOPTED BY THE ACTION OF THE BOARD OF DIRECTORS

AT THE July 19, 2006 BOARD OF DIRECTORS MEETING.

By: 
President

Attest: 
Secretary