

# **CASCADES HOMEOWNERS ASSOCIATION**

## **2022 Rules and Regulations**

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
<b>I. INTRODUCTION .....</b>	<b>3</b>
<b>II. DEFINITIONS.....</b>	<b>3</b>
<b>III. PREAMBLE .....</b>	<b>3</b>
<b>IV. ADMINISTRATION.....</b>	<b>4</b>
<b>V. ASSESSMENTS AND COLLECTION POLICY .....</b>	<b>5</b>
<b>A. Assessments — Owner Obligations.....</b>	<b>5</b>
<b>B. Collections Policy .....</b>	<b>5</b>
<b>VI. RULES AND REGULATIONS.....</b>	<b>5</b>
<b>A. Animal Restrictions (Article 14.6).....</b>	<b>5</b>
<b>B. Common Elements (Article 12.3).....</b>	<b>6</b>
<b>C. Drainage (Article 14.10) .....</b>	<b>6</b>
<b>D. Drilling Equipment and Hazardous Activities (Article 14.9).....</b>	<b>6</b>
<b>E. Exterior Decorations (Article 14.7) .....</b>	<b>7</b>
<b>F. Exterior Maintenance and Improvements (Article 13.1) .....</b>	<b>7</b>
<b>G. Garage Doors (Article 14.14) .....</b>	<b>8</b>
<b>H. Landscaping (Article 13.1.1) .....</b>	<b>8</b>
<b>I. Nuisances (Article 14.4) .....</b>	<b>9</b>
<b>J. Parking and Vehicle Restrictions (Article 14.13).....</b>	<b>10</b>
<b>K. Perimeter and Party Walls (Article 7.1.19) .....</b>	<b>11</b>
<b>L. Personal Property .....</b>	<b>12</b>
<b>M. Satellite Dishes and Antennas (Article 14.7.2).....</b>	<b>12</b>
<b>N. Signage Restrictions (Article 14.5) .....</b>	<b>13</b>
<b>O. Single Family Residential Use (Article 14.1) .....</b>	<b>13</b>
<b>P. Storage and Clotheslines (Article 14.12).....</b>	<b>14</b>
<b>Q. Unsightly Articles, Trash and Barbecues (Article 14.12).....</b>	<b>14</b>
<b>R. View Restrictions .....</b>	<b>14</b>
<b>S. Window Coverings.....</b>	<b>14</b>
<b>VII. ADMINISTRATIVE POLICY AND PROCEDURES .....</b>	<b>15</b>

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
<b>A. Violation Procedures .....</b>	<b>15</b>
<b>B. Financial Responsibility .....</b>	<b>17</b>
<b>C. Appeal Procedures .....</b>	<b>17</b>

## **I. Introduction**

The Declaration of Covenants, Conditions, and Restrictions at Articles 3.37 and 7.1.10, and, the Bylaws of the Cascades Homeowners Association provide under Article 7.4, that the Board of Directors shall have the power to adopt Rules and Regulations. The Rules and Regulations govern the use of the common element, the personal conduct of Members, residents, tenants, and their guests thereon, and are intended to supplement the Declaration of Covenants, Conditions, and Restrictions. Whenever possible, the appropriate section of the Declaration of Covenants, Conditions, and Restrictions will be referenced for you.

The Rules and Regulations also establish penalties for the infraction thereof. The Rules and Regulations may address, but are not limited to, use of Association property, signs, parking, property maintenance, and architectural review. However, if there is any conflict between the Rules and Regulations and the Declaration of Covenants, Conditions, and Restrictions, the Declaration of Covenants, Conditions, and Restrictions prevail.

With the power authorized to the Board of Directors of the Cascades Homeowners Association under the Declaration of Covenants, Conditions, and Restrictions, the following Rules and Regulations are hereby established.

## **II. Definitions**

For the purposes of these Rules and Regulations, the following definitions apply:

“Association” refers to the Cascades Homeowners Association.

“ARC” refers to the Architectural Review Committee of the Association.

“Board” refers to the Board of Directors of the Association.

“CC&Rs” refer to the Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for the Association.

“Community” refers to the area set forth in the Declaration of Covenants, Conditions, and Restrictions under the jurisdiction of the Association located in Las Vegas, Nevada.

“Manager” refers to the Community Association Manager.

“Member” refers to the owner(s) of property within the Association who automatically become Members of the Association upon the close of escrow.

“Resident” refers to a non-member or tenant residing at a Member’s property within the community.

“Rules” refer to these Rules and Regulations of the Association.

## **III. Preamble**

**The purpose of the Rules and Regulations is to establish basic standards of conduct required of all Association Members, residents, tenants, and guests. The Rules are intended to ensure that every Member, resident, tenant, and guest may fully enjoy his or her individual rights of quiet enjoyment and peaceful occupancy of his or her lot without unduly interfering with other's identical rights. Living in a community subject to CC&Rs requires cooperation and thoughtfulness of all Members, residents, tenants, and guests. The Rules, CC&Rs, Articles of Incorporation, and Bylaws for the Association are the governing documents for the Association. A Community Association Manager provides orderly administration of the governing documents.**

**All Members, tenants, and residents should read fully and understand and abide by the CC&Rs, the Rules, and the Architectural Standards and Guidelines. The Members, tenants, and residents of the Association should be familiar with the documentation that controls the affairs of the community.**

#### **IV. Administration**

**To ensure the protection of these rights and preservation of the value and amenities of the common element and owner lots, the Declarant filed with the Clark County Recorder's Office the Association CC&Rs by which every Member, tenant, and resident in the Association is legally bound. Every owner of a lot in the Association is a Member of the Association.**

**The Association is a non-profit corporation established to maintain and administer the common property and enforce the Association restrictions.**

**The CC&Rs and Bylaws establish that the Association shall have the power, through the duly elected Board of Directors, to perform any and all lawful acts given to such a corporation by law and under the Association's governing documents. The governing documents further articulate the powers and duties of the Board.**

**The Board may employ a Manager to administer the affairs of the Association. The Manager reports to and is responsible solely to the Board of Directors. The Manager does not make or change policies, procedures, or rules; such authority is reserved exclusively to the Board of Directors.**

**These Rules may be amended at any properly noticed legally constituted meeting of the Board, if the matter has been placed on the agenda, by a simple majority vote of the Board provided that no rule or amendment becomes effective until 30 days after the revised documents are mailed to the Members.**

**The conduct of Members, family, invited guests, and tenants is governed by the Rules herein set forth. Additionally, to the maximum extent permitted by law, each Member is liable to the Association for the conduct of family members, invited guests, and tenants as they pertain to these Rules.**

**The Rules are supplemental to the CC&Rs, Articles of Incorporation, and the Bylaws of the Association and are to be considered consistent with those documents. Nothing contained in the Rules shall amend or modify the foregoing documents. To the extent that any of these Rules**

shall be adjudicated inconsistent with the governing documents, the governing documents shall prevail.

A violation of any of the Restrictions shall be considered a violation of the Rules. However, any failure by the Board, its officers, or employees to proceed, with the remedies available under the enforcement and penalty section noted herein shall in no way constitute a waiver to do so in the future. A violation of any of the Rules is subject to penalties as outlined in the CC&Rs and Bylaws of the Association.

Any and all legal fees incurred in the enforcement of the Rules, CC&Rs, Bylaws, or Articles of Incorporation shall be reimbursed to the Association by the offending party upon demand. Should litigation or binding arbitration be commenced, legal fees and costs will be reimbursed to the prevailing party.

The invalidation of any of these Rules by court judgment or decree shall in no way invalidate the other rules.

## V. Assessments and Collection Policy

### A. Assessments — Owner Obligations

Monthly assessments are determined by the Board prior to the Association’s fiscal year-end. By acceptance of a deed to a lot, each Member has agreed to pay the Association’s annual assessments for common expenses, special assessments, reconstruction assessments, and capital improvement assessments. (Refer to Article 11 of the CC&Rs).

1. Checks are to be made payable to the “CASCADE HOMEOWNERS ASSOCIATION” and attached with the monthly payment portion of the statement.
2. Association assessments shall be mailed directly to the Association’s business address.

### B. Collections Policy

In order to provide for continuing operational funds and for proper management of the Association, a Collections Policy has been established to collect assessments in “arrears.” Assessments, interest, late fees, and collection and/or attorney fees are the obligation of the Member. Please refer to the Resolution for Collections Policy for additional information.

## VI. Rules and Regulations

### A. Animal Restrictions (Article 14.6)

1. In addition to restrictions which appear in the CC&Rs, the following rules have been adopted with respect to pets. Violations may be directed to both Animal Control and to the Board of Directors.
2. No animals, reptiles, poultry, fish, fowl, or insects, other than commonly recognized household pets (dogs, cats, birds, or fish), may be kept, bred, or maintained for any commercial

purpose except and not exceeding three (3) domestic dogs, three (3) cats, a reasonable number of birds or other typical household pets, provided that they are not kept or maintained for any commercial purpose per household are allowed.

3. All pets shall be kept within an enclosure, in an enclosed yard, inside a dwelling, or on a leash or restraint being held by a person capable of controlling the animal. Pets should not be left unattended in the common elements. Residents walking dogs shall clean up pet feces immediately.

4. Pet owners shall keep their property clean and free of animal waste so that no offensive or unhealthy condition exists.

5. Barking or whining pets must be controlled so as not to interfere with neighboring rights. Chronic barking shall be controlled either by supervision, training or devices that humanely restrict barking, such as bark restraint collars.

6. Members, residents, tenants, and guests are liable for any damage or unreasonable noise caused to a person or community property by their pets.

7. Pets must be licensed, and have current identification and/or vaccination tags in the event that should the pet escape, it would be easily returned to its Owner.

8. No pet is to be left unattended within the community for an extended period of time (e.g., vacations). At no time may a pet be left unattended in the common area.

**B. Common Elements (Article 12.3)**

1. Members are responsible for the actions and deeds of their families, extended family members, guests, invitees, and tenants. Members will be notified by the Board through the Manager of all reported infractions committed by family members, tenants, or guests and will bear the responsibility for such acts. To the extent permitted by law, Members will be held financially responsible for any damage, mischief, or vandalism, to include graffiti, caused by family members, tenants, or guests.

2. Damage to landscaping, including but not limited to, irrigation systems, trees, and shrubs will result in replacement costs billed back to the violators. Though it is not a rule, it is helpful if residents report any irregularities in the common elements, such as broken sprinkler heads, to the Manager's attention so that repairs can be expedited and damages minimized.

**C. Drainage (Article 14.10)**

1. Each Member or resident agrees that he or she will not in any way interfere with or alter the natural or established drainage of water over the Member's property, other unit in the property, or any Common Elements.

**D. Drilling Equipment and Hazardous Activities (Article 14.9)**

1. No drilling equipment shall be erected or permitted on any lot or Common Element of the Association.
2. No hazardous activities shall be conducted nor shall any improvements be constructed anywhere within the property that might be unsafe or hazardous to any person, pet, unit, or common element.
3. No firearm, including but not limited to paint guns and pellet guns shall be discharged within the community.
4. No exterior or open fires are permitted—except within a barbecue, contained within a receptacle designed for cooking purposes which is, at all times, properly attended, or within a fireplace designed to prevent the dispersal of burning embers—so that no fire hazard is created. Use of barbecues is subject to all City and County laws.

**E. Exterior Decorations (Article 14.7)**

1. No water features, including but not limited to swimming pools, spas, fountains or rock falls, are allowed in the front yard of any unit.
2. Holiday decorations, lights, and other items may be installed no more than 30 days prior to the holiday and must be removed within 15 days following the holiday. In the event the holiday celebration covers more than one day, decorations must be removed 15 days after the last day of the holiday being celebrated.

**F. Exterior Maintenance and Improvements (Article 13.1)**

1. No rubbish, brush, weeds, undergrowth, or debris of any kind or character shall ever be placed or permitted to accumulate upon any property so as to render it as a fire hazard, unsanitary, unsightly, offensive, or detrimental to any other real property in the community or to any occupants in the community.
2. Members and residents shall not let any improvement, including landscaping, fall into disrepair and shall keep all improvements repaired and maintained.
3. Items or objects that are not a part of the approved landscape plan shall not be stored or placed on any property in plain view for a period exceeding 10 days.
4. No improvement shall be made until the member has received written approval from the Association's ARC Committee for the Association. Members and residents shall refer to the Association's Architectural Standards and Guidelines for further direction.
5. Coach lights, address number lights and address numbers must be maintained by each lot owner. If a Member fails to properly maintain such components, the Board may, after 15 days written notice has been provided to the Member, enter the property to correct the condition. Any costs associated with the corrections will be assessed to the member's account as a Special Assessment. Any changes to the coach light style or address lettering style must have Board approval.

6. Should any item fall into disrepair so as to create a dangerous, unsafe or unsightly condition, the Board may after 15 days written notice has been provided to the Member, enter the property to correct the condition. If the condition is deemed by the Board to pose an imminent risk of causing substantial harm, the Association may immediately enter upon the lot to remediate such condition. Any costs associated with the corrections will be assessed to the member's account as a Special Assessment.

7. Failure to pay the aforementioned Special Assessment within 10 days upon receipt of written demand shall constitute a delinquent assessment and subject to the provisions of the Association's Collection Policy.

8. The width of the concrete driveway may not be modified.

**G. Garage Doors (Article 14.14)**

1. Garage doors must be maintained in proper repair. Garages shall be used only for the storage of automobiles and other items normally and customarily kept in garages.

2. Unless constructed or installed by the Declarant as part of the original construction, no Member may convert the unit's garage into living space or modify the garage so as to preclude regular and normal parking of vehicles therein.

3. Garages shall at all times be kept available and useable for parking of automobiles. No living space is permitted within the garage is allowed. Garage doors shall be closed when the garage is not attended or in use.

**H. Landscaping (Article 13.1.1)**

1. Any installation of or alterations to the landscaping must be submitted to the ARC Committee for approval.

2. To help prevent water damage to foundations and walls, Members or residents shall not cause or permit irrigation water or sprinkler water to seep, flow onto, or strike upon any slab, side, or other portion of the dwelling, wall, or any other improvement.

3. There shall be no unapproved grade changes (e.g., mounding) within three feet of any foundation or wall located or adjacent to a member's lot.

4. Members or residents shall maintain the landscaping in a neat and attractive condition, including but not limited to maintenance, repair, replacement, and watering of all landscaping and irrigation systems.

5. All front yards must contain plants and shrubs in addition to the tree to provide generous yard coverage and remain manicured and trimmed or must contain two plants minimum on the smaller side of the driveway and five plants on the larger side with a tree or tree like feature in the area.

6. Landscaping can be effectively used to accent entryways, define space and create "soft" privacy screens. Since landscaping is a design element, consideration should be given to the

relationship with the surrounding areas and the adjacent properties. If plantings are found to be detrimental to the community by the Homeowners Association, the homeowners may be required to rectify the situation. Please refer to the *Southern Nevada Water Authority's Plant List*.

7. All landscaping work, plantings and installation of permanent irrigation systems by an owner will remain aesthetically consistent with the design and plan of the community, and climatically and culturally appropriate to Southern Nevada.

8. No owner will landscape or otherwise improve any common area property owned and maintained by the Cascade Homeowners Association without Board approval.

9. Decorative rock... 1/2" to 1" in size is recommended and the following list of colors are preferred: Mohave Gold and Red Rock

10. **Materials NOT Permitted:**

- Artificial plant(s), figurines, lawn statues unless pre-approved by the Architectural Review Committee.
- Railroad ties
- Fruitless mulberry trees, European Olive trees, Oleander bushes, Pine trees or Italian Cypress trees, Tamarisk (Salt Cedar)

11. Plants are to be kept in healthy condition. Landscaping is to be kept free of plant debris and weeds.

12. **Tree Trimming Guidelines:**

- Tree must not block windows of the home.
- The tree must be trimmed so that it does not encroach others property
- The tree must not block the address light and coach light
- The tree branches should not contact the home
- Trees should not encroach the street as to interfere with motor vehicles
- Trees must be maintained in a live and healthy appearance

I. **Nuisances (Article 14.4)**

1. No obnoxious or offensive activity, noise, or other nuisance shall be permitted to exist or operate upon any portion of a unit or common element so as to be offensive or detrimental to any other Member or resident.

2. Without limiting the generality of the foregoing provision, exterior speakers, whistles, bells, or any unusually loud sound devices, including but not limited to stereos, televisions, horns, or dog — excluding devices used exclusively for security, safety, and fire protection — noisy or smoky vehicles, large power equipment, large power tools — excluding lawn mowers and other equipment utilized for landscape maintenance — inoperable vehicles, unlicensed off-road vehicles, or any other item that may unreasonably disturb Members and residents within the community are prohibited unless written approval by the Board is received. External speakers shall not be utilized during the hours of 10:00 P.M. and 8:00 A.M.

3. Noisy motorcycles, dirt bikes, ATV's, go-peds, scooters, or other loud mechanized vehicles may not be operated on any Common Element and Private Streets without the prior written approval of the Board. Motorcycles that are used as their primary vehicle may be driven to and from their property.

4. Alarm devices used to protect the security of a dwelling and its contents shall be permitted provided such devices do not produce annoying sounds or conditions as a result of frequently occurring false alarms.

5. No rubbish, clippings, refuse, scrap lumber or metal, grass, shrub, tree clippings, plant waste, bulk materials, or other debris shall be placed or permitted to accumulate on any property. No odor shall be permitted to arise there from so as to render the property unsanitary, unsightly, or offensive.

6. No painting, chalk, or colorations of the street is allowed. Residues must be cleaned.

**J. Parking and Vehicle Restrictions (Article 14.13)**

1. Only authorized vehicles shall be parked, stored, or kept anywhere within the properties.

2. No Member or resident shall use his or her garage for any purpose that prevents authorized vehicle storage unless doing so would not result in additional vehicles being stored outside his or her garage.

3. All vehicles parked within the community shall be operable and display currently registered license plates. Inoperable vehicles shall be stored off-site or in a Member's garage with the garage door closed. Any inoperable vehicles parked in the street will be subject to towing.

4. No vehicle shall be parked on any street or driveway so as to overhang any portion of the sidewalk, driveway, or curb, that blocks the site visibility nor shall it be parked on any lawn portion of a Member's lot.

5. Members and residents will not be allowed to park, store, or keep any vehicle or vehicular equipment deemed to be unsightly or a nuisance on a Member's lot or anywhere else within the project. The determination of whether an item is unsightly or a nuisance is left to the sole discretion of the Board.

6. Commercial and recreational vehicles shall not be parked, stored, or kept within the community except:

a. When the entire vehicle is wholly enclosed within a garage with the door closed,

b. When a contractor or vendor is delivering goods or providing services to the Member or resident, not to exceed 24 hours, or

c. If owned or operated by a Member, resident, or guest, a recreational vehicle may be parked in the street in front of or on the Member or resident's driveway while it is being loaded or unloaded for a period not to exceed 48 hours.

7. Commercial vehicles, as defined by the CC&Rs, include but are not limited to:

- a. Any vehicle displaying advertising of any kind of business or other venture;
- b. Any truck greater than one (1) ton capacity, including, dump trucks, cement mixer trucks, gas trucks, or delivery trucks;
- c. Vans designed to accommodate more than 10 people;
- d. Any bus; or
- e. Any vehicle that displays a commercial license plate.

8. Recreational vehicles, as defined by the CC&Rs, include but are not limited to:

- a. Campers
- b. Motor homes
- c. Mobile homes
- d. Trailer coaches
- e. Camp trailers and camper units
- f. Trailers
- g. Boats, sea doos, jet skis or other watercraft
- h. Aircraft
- i. House car
- j. Any recreational vehicle exceeding 22 feet in length.

9. All persons driving motorized vehicles must possess a valid driver’s license. This includes: power wheels, mopeds, go carts, three wheel ATVs, scooters, and any other like vehicle.

10. Repairs and/or restoration of vehicles are not permitted anywhere in the community except within a Member or resident's closed garage provided such activity does not constitute a nuisance. If repairs cannot be done within the garage and must be done on the driveway then repairs/restoration must be completed within 48 hours.

11. No vehicles may be parked in any common area for a period of longer than 48 hours. Vehicles must be in operable condition with currently registered license plates.

12. No oil dripping vehicles are allowed in the driveway or on private streets.

**K. Perimeter and Party Walls (Article 7.1.19)**

1. Members are responsible for the maintenance and repair of the Perimeter Walls at their sole cost and expense. The Association will however, at its expense, be responsible for paint, maintenance and for removal of or painting over graffiti on the exterior side of the perimeter wall. The Owner will maintain the interior portion of any wall located on the Owner's lot. Walls between lots shall be considered party walls and shall be maintained by each Owner that shares a portion of the wall.

2. Gates and fencing must be kept in good repair and in colors that are approved by the Board. Gate screening shall be of a permanent nature and shall be maintained and not allowed to be unsightly.

3. No fence or wall shall be erected, modified, or altered without prior written approval of the ARC Committee. Members must 'maintain, at all times, property and casualty insurance on a current cost basis to maintain and if necessary, replace the unit wall to its original construction 'and appearance. If any Member fails to insure or maintain, repair, or replace the unit wall within 90 days of the damage, the Association shall be entitled (but not obligated) to insure, maintain, repair, or replace such unit wall at the Member's expense as a Special Assessment, which will be subject to all provisions of the Collection Policy if not timely paid.

**L. Personal Property**

1. Each Member, resident, and guest is responsible for his or her own items or personal property including, but not limited to, vehicles, bicycles, clothing, and sporting or other recreational equipment. Any personal items that are stolen, lost, or in any way damaged are the sole responsibility of the owner. The Association takes no responsibility for any personal property.

2. Any personal property left unattended on any portion of the Common Elements within the community may be taken into the custody and control of the Association where it will be held for up to 15 days.

3. Any person claiming ownership of such personal property being held by the Association will be required to reasonably demonstrate ownership thereof. The claimant may be required to pay a storage charge of \$5.00 for each day, or portion thereof, from the time the item was taken into custody by the Association until it is claimed.

4. Any personal items not claimed during the 15 day period will be considered abandoned and disposed of as the Association sees fit.

**M. Satellite Dishes and Antennas (Article 14.7.2)**

1. No pole, mast, solar panel satellite dish receiver or other outdoor antenna or related device shall be allowed on any Lot without prior written consent of the Architectural Committee. Satellite dishes with diameters of up to one meter are permitted, without consent of the Architectural Committee.

2. Each Owner shall have the right to erect and maintain on his Residential Lot not more than one (1) flag pole, no taller than twenty (20) feet high.

**N. Signage Restrictions (Article 14.5)**

- 1. No signs with the exception of Neighborhood Watch and towing signs or advertising of any kind, except for a single “for sale,” or “for lease” sign not exceeding 18” by 24,” shall be erected or maintained on any portion of the properties or in the window without written approval of the Board.**
- 2. Political signs are permitted on an Owner’s lot provided the political sign is not larger than 24 inches by 36 inches.**
- 3. No signs may be installed on any Common Element except for those traffic signs approved by the Board. Such signs will be deemed unsightly articles or abandoned property and removed and disposed of accordingly.**

**O. Single Family Residential Use (Article 14.1)**

- 1. Residences within the community shall be used exclusively for single-family residential purposes only.**
- 2. No business, trade, commercial, manufacturing, mercantile, primary storage, vending “reverse engineering,” destructive testing, or other non-residential activity shall be conducted, permitted, or maintained.**
- 3. Business restrictions shall not preclude any activities provided the following conditions are fulfilled: (a) such activities are conducted in conformance with all applicable governmental ordinances; (b) patrons or clientele do not visit the residence or park vehicles within the Property; (c) the activities are not apparent or detectable by sight, sound, or smell; (d) no such activity increases the liability or casualty insurance obligation; and (e) such activities are consistent with the residential character of the Property.**
- 4. Garage and yard sales will only be permitted twice per year. The exception will be for a homeowner who is moving. In this event, a sale will be allowed regardless of the number of previous yard sales already held. All yard sales must be reported ahead of time to the Manager or Board. Signage for the purpose of and approved sale is permitted; however, it may only be put out the day prior to the sale and must be removed at the end of the sale.**
- 5. No short or long-term renting of rooms or leasing of anything less than an entire residence shall be permitted for hotel, transient, or motel purposes. No residence may be leased for a period of less than one year and then only with a written lease or sublease provided to the Manager or Board.**

**A copy of any lease or sublease must be furnished to the management company within 20 days of its execution and no later than 30 days prior to its commencement date. Leases and subleases must include a clause stating that the lessee shall be bound by and obligated to the provisions of the CC&Rs, the Bylaws, the Architectural Standards and Guidelines, and these Rules. The Member may not relieve himself or herself from the obligations of the restrictions merely by leasing the residence to a tenant.**

**P. Storage and Clotheslines (Article 14.12)**

- 1. No portion of the Property shall be used for the storage of building materials, refuse, or any other materials.**
- 2. Portable sporting equipment including basketball hoops and all other portable equipment (e.g., lawnmowers, tools, etc.) shall be stored out of sight when not in use.**
- 3. All utility areas, storage areas, clotheslines, and laundry rooms, including all areas where clothing or other laundry is hung to dry, shall be completely covered and concealed from view from any of the Common Elements, the street, and neighboring properties.**

**Q. Unsightly Articles, Trash and Barbecues (Article 14.12)**

- 1. No unsightly articles shall be permitted to remain on any lot so as to be visible from the Common Elements, streets, or neighboring properties.**
- 2. Trash shall be kept in covered, closed, sanitary containers approved by the Board and shall be placed on a designated portion of the Lot on the day selected for collection. Trash containers shall be exposed no more than 12 hours before scheduled trash collection and removed within 24 hours after pickup. Trash receptacles may not be visible from the street.**

**R. View Restrictions**

- 1. No vegetation, improvement, or other obstruction shall be planted, constructed, or maintained on a unit in such location or any such height so as to not unreasonably obstruct the view from any other unit.**
- 2. Each Member shall be responsible for periodic trimming, pruning, and thinning all hedges, shrubs, and trees located on the unit property.**
- 3. Upon the purchase of any Lot, the Member acknowledges that there are no protected views within the Community and no Lot is assured the existence or unobstructed continuation of any particular view.**

**S. Window Coverings**

- 1. Approved window coverings from that of the original developer installed window coverings include vertical blinds, mini-blinds, draperies, curtains, and shutters that are neutral in color and shall be installed within 14 days of title transfer.**
- 2. Acceptable window coverings shall also include "solar screens," except that the Member shall submit an ARC request with the color selection for review from the ARC Committee.**
- 3. No paper, aluminum foil, cardboard, reflective tint paint, blankets, or sheets will be permitted as window coverings as they appear unsightly.**
- 4. Window tinting must be approved by the ARC Committee and kept in good**

**condition. 14**

## VII. Administrative Policy and Procedures

The Board is charged with ensuring that Members and residents are in compliance with the CC&Rs, Rules, and Architectural Standards and Guidelines. The Inspection Department of the Management Company has been directed by the Board to make regular inspection tours of the community, as does the Board and Manager. Prior to the imposition of any penalty for non-compliance of the governing documents, the Association shall provide the offending Member or resident with a Courtesy Notice.

Upon receipt of a written complaint alleging a violation of the CC&Rs, Rules, or Architectural Standards and Guidelines from a Member or resident, a report by a Member of the Board, or from the Manager (or designated agent), the following procedures will be adhered to:

### A. Violation Procedures

The following is the Violation Policy and Procedure for non-compliance of the CC&Rs and Rules as adopted by the Board of Directors.

#### 1. First Violation:

a. A Courtesy Notice” will be mailed to the offending Member stating the area of non-compliance and the necessary corrective action. The Member is encouraged to communicate with Management at this level of notification. This communication may, and usually does, prevent further action.

#### 2. Second Violation: (Same offense)

a. If the violation is not corrected within 14 days or upon the next property inspection, a “Notice of Non-Compliance and Hearing” will be sent by first class mail to the Member. The notice will include the details specifying the alleged violation, the proposed action to be taken to cure the violation, the amount of the fine which may be imposed, the date, time and location for the hearing and a clear photograph of the alleged violation if the violation relates to a physical condition of the unit or property or an act or failure to act of which it is possible to obtain a photograph.

b. A hearing will be scheduled for the Member to appear before the Board in Executive Session to discuss the violation. A handling fee of \$10.00 will be assessed to the Member’s account at this time.

c. Upon completion of the hearing (whether or not the Member is present), the Board will make a determination based on the facts presented situation. A “Hearing Results Letter” will be sent to the Member indicating the Board’s decision. A \$10.00 handling fee will be assessed to the Member’s account at this time along with the appropriate fine, if applicable.

#### 3. Maximum Fine: (Same offense)

Fines for a single violation reaching \$500.00 may be referred to the Board for approval and forwarded to the Association’s Attorney for additional action. These actions may include, but are not limited to: formal notice of intent, arbitration, mediation, court injunction, and/or any judicial action that may be prudent. All additional legal costs for these actions will become the responsibility of the Member as specified below.

**4. Fine Schedule**

Pursuant to NRS 116.31031, fines will be commensurate with the severity of the violation, but must not exceed \$100 for each violation or a total amount of \$1000 whichever is less. The limitations on the amount of the fine do not apply to any interest, charges, or costs that may be collected by the Association should the fine become past due nor do the limitations apply for continuing violations or health and welfare violations.

**a. Non- Health & Safety Fines**

- 1st fine \$100.00 — until next inspection.
- \$100.00 continuing violation - every 7 days until corrected.

**b. Healthy & Safety Fines**

- 1st-fine up to \$1000.00 —every 7 days until corrected.

**5. Construction Penalties**

Pursuant to NRS 116.310305, a unit owner shall adhere to the schedule required by the Association for (I) the commencement or completion of the construction of a unit or design of an improvement to a unit, (II) the completion of the design of a unit or the design of an improvement to a unit, or (III) the issuance of a permit, which is necessary for the occupancy of a unit or for the use of an improvement to the unit.

The limitations on the amount of the penalty do not apply to any interest, charges, or costs that may be collected by the Association should the penalty become past due.

The construction penalty is not a fine but prior to being enforced, the Owner shall be entitled to the benefits of Section VII, subsection A above.

**a. Installation-Related Penalties—\$250**

- Pool installation without approval
- Landscaping installation without approval
- Altering walls without approval
- Easement encroachments
- Failure to provide a \$2,000 construction bond or security deposit, when applicable, prior to work commencing.

**b. Construction Schedule Penalty-Should a unit Owner fail to comply with a construction schedule agreed upon by the ARC Committee or Board, a construction penalty may**

be imposed, such penalty not to exceed \$1,000 per day nor in the aggregate exceed the value of the unit:

**6. NRS 116.31031(2)**

a. In compliance with NRS 116.31031(2), it is the position of the Board with regard to issues of non-compliance, with the exception of parking, that each “failure to comply” specifically refers to the one action being addressed on the initial date of non-compliance. At such time as a resolution is met on any given issue, that issue is resolved and any subsequent violations of a similar nature become new non-compliance issues.

b. It is the position of the Board with regard to issues of non-compliance directly relating to parking infractions, each “failure to comply” specifically refers to each vehicle cited and each time cited through the full course of the notification procedure listed above. At such time as a resolution is met on any given vehicle, and said vehicle is in compliance for a period of 72 hours, that issue is resolved and any subsequent violations of a similar nature become a new non-compliance issue.

c. In situations regarding parking, a Member removing the vehicle for less than 30 days does not satisfy the above resolution period. This is to prevent parking infractions where the Member claims that the vehicle in question was removed long enough to prevent the fine process from occurring and the vehicle is then returned to create another non-compliance issue.

**B. Financial Responsibility**

Fines imposed according to this policy shall be the joint, several, and personal obligation of the Member against whom such penalty or charge is imposed and enforceable by any remedy provided therefore by law. Any expenses incurred by the Association in order to enforce the governing documents shall be added to the costs and/or fines already incurred by the Member and shall become due and payable immediately. To the extent permitted by law, the homeowner bears all financial responsibility with regards to violation fines incurred by any tenant living on their property.

**C. Appeal Procedures**

Upon receipt of a written request for an appeal hearing, the following is the format that will be followed:

1. An appeal hearing will be scheduled for the Member at the next meeting of the Executive Board.
2. The Board shall have the right to limit the date and time of the hearing as well as limit the time period in which any evidence may be presented.
3. In the event it is determined that a violation exists or was committed, the Board may order any or all of the following sanctions:

- a. **Impose a Special Assessment upon the Member (in accordance with NRS 116) until the Board has been notified in writing by the Member that the situation has been rectified.**
- b. **Suspend the Member’s voting and/or amenity privileges as provided in the CC&Rs.**
- c. **Enter upon a Member’s property to make necessary repairs or to perform maintenance, and specially assess the Member for any amounts expended.**
- 4. **The Board shall meet in private session and render decisions within 30 days of the hearing (all sanctions will be suspended pending the outcome of the hearing).**
- 5. **Unless a violation has been resolved prior to the hearing, a “Hearing Results” letter shall be forwarded to the Member upon the decision of the Board. This letter shall contain the determination of the hearing and detail any sanction(s) imposed, including the date of commencement of the sanction(s).**
- 6. **Any assessment not paid within 30 days of receipt of notice will be subject to the Association’s Collection Policy.**

**THE DECISION OF THE BOARD IS FINAL**

**Revisions approved and adopted by the Board of Directors on this 27th day of July, 2022.**

**Dated:** \_\_\_\_\_ **By: Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**Dated:** \_\_\_\_\_ **By: Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_