



DAKOTA CONDOMINIUM OWNERS ASSOCIATION RULES AND REGULATIONS

REVISED NOVEMBER 2019

SECTION 1 - ENVIRONMENTAL CONTROL

1. Please be considerate of those living close to you and keep noise levels as low as possible. Nothing shall be done that disrupts the Community's tranquility or interferes with the quiet enjoyment of other occupants.
2. It is the responsibility of parents to see that their children do not unnecessarily disturb other residents. Owners are responsible for any damage caused or incurred by their children and/or guests. This includes damage to any of the facilities.
3. Radios, stereos, televisions, musical instruments, party activities, car horns, repeated false alarms from car alarms and other noise sources must be restricted at all times, to a level that is not disturbing to other residents.
4. For corrective action, violations may be reported, in writing, to the Board by any Owner or resident through the managing agent. Any activity which constitutes disturbing the peace or creating a public nuisance, as determined by the Board, is prohibited.
5. No accumulation of rubbish or debris of any kind will be permitted on any Unit so as to permit odors to develop or to render any Unit unsightly, unsanitary, offensive or detrimental to any other Unit.
6. No clothing, household fabrics or other unsightly articles shall be hung, dried, or aired on any portion of the Unit or on the Common Elements.
7. It is the Owner's responsibility to use the City of Las Vegas' established program for the removal and proper disposal of toxic and hazardous waste products. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze solvent, paints, paint thinners, wood preservatives and other such fluids shall not be discharged into any street, public or private, or into storm drains or storm water conveyance systems.
8. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers and other chemical treatments shall meet Federal, State, County and City requirements as prescribed on their respective containers.
9. There shall be no exterior or open fires whatsoever, including patio areas, except for barbecue fires in the Common Recreational Area using the equipment provided.

10. No sign, poster, display, billboard or other advertising device or display of any kind shall be installed or displayed to public view from any Unit. No other signs may be placed anywhere in the Community Common Elements without prior written permission of the Board.
11. No Owner or Resident shall keep or store any item in the Common Elements, and nothing shall be altered, or constructed or planted in, or removed from, the Common Elements, without the written consent of the Board.
12. No article shall be kept or stored on Patios, except reasonable quantities (in reasonable sizes) of patio furniture and house plants.
13. All utility and storage areas and all laundry rooms, including all areas in which clothing or other laundry is hung to dry, must be completely covered and concealed from view from other areas of the Properties and other neighboring properties.
14. No Owner shall cause or permit anything to be placed on the outside walls of his Unit or Garage, and no sign, awning, canopy, window air conditioning unit, shutter, or other fixture shall be affixed to any part of the Unit.
15. Any treatment of windows or glass doors (including, but not limited to, interior shutters and window tint), other than draperies, curtains or blinds, of the type and color originally installed by the Declarant, shall be subject to the prior written approval of the Board, and shall be properly installed and maintained so as not to become damaged, scratched, discolored or otherwise unsightly. Screens on doors and windows, other than any which may be installed by Declarant are permitted only if approved in advance by the Board.
16. Holiday decorations which may be viewed from other portions of the Properties may only be installed inside the windows of a Unit or on a Patio, provided that such installment shall be done in such manner as not to compromise or damage the surface or item to which installed or attached.
17. No spa, hot tub, waterbed, or similar item shall be permitted or located within any Unit (or Garage) or Patio.
18. No Wrought iron fencing, exterior wall, or ceiling or interior wall of a Patio, as initially installed by Declarant or the Association, shall be painted, erected or altered by any Owner.

SECTION 2 - POOL AND SPA FACILITIES

1. Guests must be accompanied by a resident at all times when using the pool and spa facilities.
2. A maximum of three (3) guests per unit may be allowed in the pool area.
3. Smoking is not permitted in the pool or spa.
4. Showers are required before entering the pool or spa.
5. General rules of good conduct should be observed at all times. This includes no running, pushing or boisterous behavior. Radio volume and voices should be kept at a minimum level. This is especially important during late evening and early morning hours.
POOL HOURS ARE AS FOLLOWS
SUNDAY-THURSDAY
7:00 A.M. -10:00 P.M.
FRIDAY AND SATURDAY
7:00 A.M. - 12:00 MIDNIGHT
Pool Hours are subject to change at the direction of the Homeowners Association Board of Directors.
6. The Association does not provide any type of lifeguard or supervisory service. Anyone using the recreation facilities shall do so at their own risk, responsibility, and liability.
7. Usual and customary swimming attire is required. Cutoffs or blue jeans do not meet this requirement.
8. Hair pins, hair clips or other similar objects should not be worn in the pool or spa.

9. Entry to the pool area shall be through the gate only. Climbing over the fence or gate is prohibited. The gate must be closed and locked at all times.
10. Keys must not be duplicated or loaned to friends. There is a \$50.00 replacement fee for lost keys.
11. Only unbreakable containers are permitted in the pool area and spa areas and these must be removed or disposed of in the containers provided. Injuries are not the responsibility of the Association. Please be thoughtful and considerate of your neighbors. Anyone seen with glass will be asked to remove the glass and/or leave the area. No bottles, glass containers, food or barbecues are allowed in the pool or spa area.
12. It is the responsibility of each resident to ensure that children under the age of 14 are under the direct supervision at all times of a designated, responsible adult (18 years of age or older) while in the pool area.
13. Children under 14 years of age may not use the spa (State Law).
14. The use of inflatable toys, rafts or sports equipment are not permitted in the pool. This does not apply to legitimate life saving devices.
15. Throwing non-floating items, such as rocks, marbles, coins and the like, into the pool is prohibited.
16. Pool users are responsible for disposing of trash in the containers provided.
17. Animals are not allowed in the pool or spa area.
18. Persons with open cuts and wounds are not permitted in the pool or spa.
19. Bicycles, roller skates or skateboards are not permitted in the pool or spa area.
20. Pool furniture is to be used on the decks around the pool and spa. Please do not remove furniture from the pool area.
21. Absolutely no foreign substances such as bubble bath, soap, beer, etc. may be added to the pool or spa. Persons observed doing so will be assessed the cost of draining, cleaning, refilling and other incurred costs due to pool or spa damage.
22. Posted regulations for pools and spas must be obeyed.
23. Owners transfer all their rights to the use of the pool facilities when their Unit is rented, leased or occupied by a non-owner.

SECTION 3 - TRASH REGULATIONS

1. All trash, garbage, rubbish and other waste shall be deposited in the proper receptacles for that purpose, as approved by the City of Las Vegas or other Public Agency, and that are furnished by the Association.
2. No weeds, rubbish, debris, objects, materials or odors of any kind shall be placed or permitted to accumulate upon any Unit which will render such portion unsanitary, unsightly, offensive or detrimental to any other Unit in the vicinity thereof or its occupants.
3. No rubbish, trash, garbage, waste or recyclable matter shall be kept or permitted upon any portion of the Community, except in sanitary condition located in appropriate areas screened and concealed from view as provided by the Association.
4. No large items including but not limited to, mattresses, furniture, large boxes, carpet/flooring or appliances.

OWNERS WILL BE ASSESSED FOR ANY CLEAN-UP SERVICES PROVIDED BY THE ASSOCIATION

SECTION 4 - RESPONSIBILITY FOR PETS

1. No animal of any kind shall be raised, bred or kept in or on any Unit or in the Common Elements, except that common domesticated household pets, including dogs, cats, birds or fish, may be kept within a Unit.
2. No animal shall be kept, bred or maintained for any commercial purpose.

3. Each Owner or resident may keep no more than two (2) household pets in the Unit, provided that each pet shall not exceed forty (40) pounds.
4. Each Owner shall be responsible for cleaning up any excrement or other unclean sanitary condition caused by that (those) pets. Any litter deposited by pets on lawns, sidewalks, streets or other Common Elements must be removed immediately by the owner of the animal involved. Any damage caused by an animal shall be repaired/replaced at the animal owner's expense. This includes, but is not limited to, grass and plant damages, stucco staining, claw mark damages, etc.
5. All animals must be kept within an enclosure, patio or on a leash at all times and under personal control when outside the individual living quarters.
6. Residents are responsible and liable for any personal injury or property damage caused by their pets. If the pet owner is a tenant, the Owner of the Unit is liable.
7. Dogs or other pets shall not be allowed at any time in the Common Recreational Area, except as may be permitted by Rules adopted by the Board. No dogs are to be tied to trees, stakes, or any exterior building structure.
8. Please do not allow animals to urinate on plants or shrubs.
9. Violations should be submitted to the Board of Directors through the management company in writing.
10. Legal action will be taken against Owners of pets that make excessive noise.
11. All dogs kept within the Community shall have a current license and name tag. Loose, unattended dogs, cats, or other animals without a name tag shall be reported to the Animal Control Division for pickup.
12. Residents who are disturbed by an animal are urged to first contact their neighbor and if unsuccessful, to write to the Association or contact:
Animal Control Department
(702) 455-7710
13. No structure for the housing or confinement of any animal or bird shall be maintained so as to be visible from any neighboring property, at ground level height and/or the top of any existing patio wall.
14. Service Animals may be considered exempt from the above rules, i.e. seeing eye dogs.

SECTION 5 - VEHICLE AND PARKING REGULATIONS

All vehicles in the Community shall be parked in accordance with the following:

1. No Owner in this Project shall park, store or keep any vehicle on his or her Unit, except wholly within the garage or in such other location as may have been improved for vehicular parking by the Owner as shown on the Condominium Plan.
2. No Owner shall park, store or keep anywhere within the Properties any vehicle, such as, any large commercial -type vehicle, any recreational vehicle (including, but not limited to, any camper, motor home, trailer, boat trailer, golf cart, motorcycle, jet ski or other reasonably similar vehicle, boat or aircraft), or any vehicle other than a private passenger vehicle within the Community unless parked wholly within a garage.
3. The Owners of Parking Exclusive Use Areas will be entitled to use the same for parking a private passenger vehicle only. No large commercial-type vehicle, recreational vehicle (as stated in the above number 2), or any vehicle other than a private passenger vehicle, shall be parked within a Parking Exclusive Use Area.
4. All garage doors shall remain closed at all times, except as reasonably required for entry to and exit from the garage.
5. No maintenance or repair of any vehicle is permitted within the Community.
6. No washing of vehicle is permitted anywhere on the Properties, unless the Board of Directors has set aside a designated car washing area.

7. No Owner, guest, tenant, agent, licensee or employee of any Owner shall park, leave or abandon any vehicle within the Community in such a manner as to impede or prevent ready ingress, egress and/or passage to and from public or private streets within the Community.
8. Each Owner shall keep his garage available for parking of permitted vehicles and store any goods or materials, nor convert the garage for other use if such storage or use would prevent the Owner from parking the number of vehicles in the garage for which it was originally designed and constructed.
9. No parking whatsoever shall be permitted in any designated "no parking" area, or in any entry gate area of the Properties. No parking of any vehicle shall be permitted along any curb or otherwise on any street within the Properties, subject to Rules and Regulations established by the Board of Directors, and subject further to all applicable laws and ordinances.
10. No storage of vehicles is allowed outside of a unit owner's garage for more than 5 days without Board/HOA approval.
11. Vehicle covers are NOT permitted to be used in the common area parking.
12. Issued parking permits (resident or visitor) must be visible when a vehicle is parked outside of the garage.
13. Visitor Parking Permits are ONLY valid for 5 consecutive days. Extended stay guests (more than 5 days) must be authorized by management.

SECTION 6 - LANDSCAPING

Your Association employs a property management consultant whose duties are to operate, control and maintain the Association's Common Elements, landscaping, sprinklers and outdoor lighting. No Owner, resident, tenant or any other occupant may make any alterations or improvements to the Common Elements or remove any Planting structure or other object at any time.

No Owner shall make any improvements or changes to improvements to the Association Maintenance Area portion of their Unit.

No Owner shall alter or modify any drainage facilities originally installed or the established drainage patterns over any Unit within the Community so as to affect any other Unit or the Common Elements or Maintenance Areas, unless adequate alternative provision is made for the proper drainage and is approved in writing by the Board.

No Owner shall perform any grading or construction on his Unit which may obstruct, retard or otherwise interfere with any drainage facilities, patterns or swales, or result in creating and excessive amount of surface water runoff (i.e., an amount of water beyond the flow originally intended and provided for by the approved grading plan).

SECTION 7 - RENTAL /LEASING REQUIREMENTS

1. Each Owner shall have the right to lease his residence, provided that all such leases must be in writing and provided that the lease is subject in all respects to the provisions of these Rules and Regulations, the CC&R's and the Articles and Bylaws, and any amendments thereto governing the Association.
2. No short-term rentals or leases of less than six (6) months are allowed (see Section 10.3) of the CC&R's. All residents are to be used for residential purposes only. Leasing for gainful occupation, profession, trade or other non-residential use is not permitted within the Association. No Owner may lease or permit subleases of less than the entire residence. All homes are to be used for single-family residential purposes only.
3. ALL OWNERS MUST PROVIDE THEIR TENANTS WITH A COPY OF THE RULES AND REGULATIONS AND ALL THE TENANTS MUST COMPLY WITH THESE REGULATIONS, THE CC&R's AND BY-LAWS. Owners are held responsible for the actions and behavior of their tenants and guests and are

financially liable for damage to the Association Properties, equipment, and for violations of the Rules and Regulations.

4. Any failure of the lessee to comply with the provisions of each such document shall constitute a default under the lease.
5. Owners are responsible for the proper repair and maintenance of their homes including the Limited Common Elements even though that responsibility may have been delegated to the tenant.

SECTION 8 - OBLIGATIONS OF OWNERS

1. No Owner may avoid the obligation of membership in the Association by renunciation or abandonment of its Unit, nor may it remove any such burden or obligation by assigning responsibility to a tenant, manager or any third person.
2. Homeowners shall be responsible for assuring that the lessee complies with the CC&R's, Rules and Regulations, and Bylaws, including all easements, reservations, assessments, liens and charges created in accordance with the CC&R's and as amended and supplemented from time to time.
3. No Owner, or other person may by conveyance, transfer or any other action, terminate the Common Elements easement or sever its Unit from the Association.
4. Per Section 12.5 of the CC&R's, each owner shall be responsible for obtaining and maintaining insurance on his/her personal property, on all property, fixtures, and improvements with their unit, for which the Association is not required to carry insurance.

SECTION 9 - MANDATORY MAINTENANCE BY OWNER

1. Each Owner, at its sole expense, shall maintain in good condition and repair the interior of his Unit (which shall include the Garage), and all its equipment. If any Owner shall permit any improvement to fall into disrepair or to become unsafe, the Board of Directors shall have the right, after a Notice of Hearing, to enter such Lot (Unit) to make such repairs and/or to perform any necessary maintenance.
2. The Owner shall promptly repair and replace all broken glass, including doors and windows, maintain (including painting where appropriate) in good, attractive, safe and sanitary condition and repair and replace if necessary all interior trim, floors, interior walls, ceilings, window frames, door frames, glass and doors. Replacements of exterior doors, door frames, windows and window frames by an Owner, unless of the same colors, design and materials as established by original design, shall be subject to the approval of the Board.
3. The Owner shall clean, maintain, repair and/or replace any and all plumbing fixtures, electrical fixtures and appliances including, but not limited to: water heaters, furnaces, plumbing fixtures, lighting fixtures, refrigerators, dishwashers, garbage disposals, microwave ovens, washers, dryers, and ranges, and HVAC (air conditioning unit).
4. The Owner shall clean, maintain, repair and/or replace the door connecting the Unit to the Patio and any storage room door located on the Patio.
5. The Owner shall clean, maintain, repair and/or paint the interior of the front door of the unit.
6. The Owner shall clean, maintain and do non-structural repair of the Patio floor, ceiling, and the interior surface of the Patio exterior wall.
7. The Owner shall clean and maintain the following:
 - a. The stairway landing and deck area adjacent to the front door.
 - b. Replace with like kind the light bulbs at the front door light in front of the Unit and the Patio light;
 - c. The dual-button garage remote opener;
 - d. The door opener and opening mechanism located in the garage.

SECTION 10 - BUSINESS ACTIVITIES

Except as permitted in Section 10.1 of the CC&R's, no business, commercial, manufacturing, mercantile, storage or vending enterprise trade or activity shall be conducted on any Unit in the Community, either directly or indirectly, unless it satisfies all of the following requirements:

1. The use shall be clearly incidental and secondary to the use of the dwelling as a Unit, i.e., maintaining a home office.
2. The use shall be conducted entirely within the Unit and carried on by the inhabitants only, i.e., there is no external evidence of such activity.
3. All activities shall be in conformance with all applicable governing agencies.
4. The use shall not generate vehicular or pedestrian traffic in excess of that which is normally associated with single-family residential use and shall require no additional parking spaces. No professional equipment, apparatus or business equipment or trucks shall be kept or stored on the premises.
5. The use shall not involve any exterior indication of the home occupation or alteration of the Unit to adopt to the home occupation.
6. The existence or operation of such activities must not be apparent or detectable by sight, sound or smell from outside of the boundaries of the residence.
7. The use shall not involve the use of an exterior sign and shall not create noise, odor, dust, fumes, vibrations, smoke, electrical interference or other interference with the residential use of the property.
8. The use shall not increase the liability or casualty insurance obligation or premium of the Association.
9. The use shall be consistent with the residential character of the Community and conform with the provisions of the CC&R's and Bylaws.