

**DECATUR MOUNTAIN VILLAS HOMEOWNERS ASSOCIATION**

**DECATUR MOUNTAIN VILLAS HOMEOWNERS ASSOCIATION  
AMENDED AND RESTATED RULES AND REGULATIONS**

**RESOLUTION OF THE BOARD OF DIRECTORS**

WHEREAS, the Decatur Mountain Villas Homeowners Association (“Association”) is a Nevada non-profit corporation duly organized and existing under the laws of the State of Nevada; and CC&Rs and Bylaws gives the Board of Directors (“Board”) the power to adopt, amend, repeal and enforce reasonable Rules and Regulations for the use and occupancy of the Association project; and

WHEREAS, NRS 116.3102 gives the Board rule-making authority; and

WHEREAS, the Association adopted its rules and regulations on November 16, 2006, by the Association Board of Directors. At this time, the Board desires to repeal those rules and regulations and replace them with these amended and restated rules and regulations as set forth herein;

NOW, THEREFORE, BE IT RESOLVED, the Board adopts the following Amendment to its Rules and Regulations:

ALL TERMS DEFINED IN ARTICLE I OF THE CC&RS SHALL HAVE THE SAME DEFINITION WHEN USED HEREIN, UNLESS THE CONTEXT OTHERWISE REQUIRES.

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## **I. BUILDINGS AND COMMON AREAS:**

1.1 No activity is permitted which would damage or deface the grounds, walkways, and improvements in the Common Elements. This includes, but is not limited to, the destruction of grass, shrubs, trees, sprinklers, light fixtures, walls, etc. Individuals who are responsible for such damage to common property will be expected to fully reimburse the Association for all expenses incurred in the replacement and/or restoration of damaged items. Homeowners will be held responsible for the actions of their tenants/guests and will be charged accordingly.

1.2 Owners will be held responsible for violation of the Association's governing documents committed by the owner's tenants, guests, family members, or other invitees.

1.3 In addition to any other restrictions as stated in Section 9.4 of the CC&Rs, an Owner who leases his/her Unit is responsible for providing a signed copy of the lease, the name of the occupant(s), any animals and the tenant's telephone number to the management company of the Association. The Owner is also responsible for informing the tenant(s) of the CC&Rs and the Rules and Regulations.

1.4 In addition to any other restrictions as stated in Section 9.4 of the CC&Rs, no Unit shall be used except for residential purposes, and nothing shall be done on any lot, which may become an annoyance or nuisance to the neighborhood. No homeowner shall rent, lease or let his lot for transient or hotel purposes. Any lease for a period of fewer than thirty (30) days shall be deemed to be for transient purposes. If an Owner does not live on property he/she must ensure to provide the Board of Directors/Management Company with a correct mailing address and telephone information. No Owner/Resident shall operate a commercial business from their home.

1.5 No linens, cloths, clothing, bathing suits or swimwear, curtains, rugs, mops or laundry of any kind, or other articles, shall be stored, shaken or hung from or on any windows, doors, terraces or balconies. Clotheslines in the backyard are not allowed.

1.6 There shall be no household furniture or appliances used or stored on patios, sidewalks or porch areas.

1.7 No aluminum foil, sheets, mirror tinting, cardboard, etc., are allowed as window coverings.

1.8 No hazardous or unsafe activities may be conducted; no hazardous chemicals or unsafe improvements may be built. No firearms may be discharged anywhere within the community. No fires shall be lighted or permitted on any property, with the exception of a barbecue unit or approved fire pit. Barbeque grills and stands must be stored out of view from the street.

1.9 Party walls placed on the property line between Units shall be accepted as the property boundary. The cost of reasonable repair and maintenance of the party walls shall be shared by the Owners who use the wall. Perimeter walls around the exterior boundary of the project are within boundaries of individual units. Unit Owners shall insure and maintain their portion of the wall at all times.

1.10 Shopping carts must be returned to the shopping center. If left on property, the homeowner will be fined.

1.11 No ball playing and/or team sports will be allowed within the Association common areas. There shall be no ball playing against any part of buildings or walls.

1.12 All portable hoop and net/apparatus or sports equipment must be stored out of sight at all times.

1.13 If there is damage to any Unit, the Owner or Resident thereof shall, at his/her own cost and expense, perform interior repair and restoration which shall be completed as promptly as practical and in a lawful and workmanlike manner. To the extent required in the Governing Documents and the Architectural Standards, work must be performed in accordance with the plans approved by the Architectural Board.

## **II. UNIT IMPROVEMENT REQUIREMENTS:**

2.1 No building, fence, wall, patio cover, deck, exterior window covering, antenna, awning or other structure or improvement shall be erected, placed, altered or maintained on any lot until the location and complete plans and specifications have been submitted to and (when required) approved in writing by the Board of Directors in accordance with the Architectural Standards.

2.2 Additions or changes to the front landscaping of any lot must first be submitted to and approved in writing by the Board of Directors in accordance with the Architectural Standards.

2.3 Architectural Improvement Applications are provided by the management company. The forms must be completed and detailed plans must be attached when submitted to the Board of Directors. Additional information may be requested.

2.4 Each Owner of a Unit shall be obligated to maintain, in good repair, the whole exterior of the lot and the exterior of the improvements situated thereon, including, without limitation, exterior screens or window treatments.

## **III. PETS:**

3.1 A maximum of two (2) household pets (exclusive of caged birds or fish) may be kept in any Unit without prior written consent of the Board of Directors.

3.2 Pet owners must immediately pick up after their animals. Any cost incurred by the Association to clean up after a pet will be assessed against the Unit in which the pet resides.

3.3 No animal shall be permitted outside of the Unit of the Owner/Resident unless such animal is under control of a responsible person by means of a leash, in compliance with NRS.

3.4 Pets must be reported to the management company for identification and tracking purposes when initially brought on property.

3.5 The Board of Directors can prohibit the keeping of any animal that constitutes, in the reasonable opinion of the Board, a nuisance to any other homeowners/residents.

3.6 No animals of any kind shall be raised, bred, or kept for any commercial purpose on any lot. Livestock, poultry, pot belly pigs, exotic species or farm animals are strictly prohibited.

3.7 Owners/Residents, who are disturbed by another homeowner's/resident'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 contact the Animal Control Department.

3.8 Owners/Residents bringing, keeping, caring for a pet within the community are responsible and liable for any personal injury or property damage caused by that pet. This also includes family members, guests, staff, volunteers, and/or invitees bringing, keeping, and caring for a pet within the community.

9. Premises and Units must be kept clean, sanitary and odor free from any and all pets.

#### **IV. NOISE CONTROL:**

4.1 Owners/Residents are asked to be considerate of those living near you and to keep noise levels as low as possible. Nothing that disrupts the tranquility of the community or interferes with the quiet enjoyment of other residents shall be permitted.

4.2 Radios, stereos, musical instruments, party activities, car horns and other noise sources must be restricted at all times to a level that does not interfere with the quiet enjoyment of other homeowners/residents.

#### **V. SECURITY, POLITICAL AND REALTY SIGNS:**

5.1 A maximum of one (1) security sign is permitted in the front yard.

5.2 Security signs may not exceed 8" x 8" and placed no more than three (3) feet away from the house and no more than three (3) feet above the foundation level.

5.3 Two (2) additional 4" x 4" security decals may be attached to the windows of the house which are visible from the street.

5.4 No realty signs are to be hung over rear or side yards. One (1) temporary realty sign advertising a home for sale/rent may be located on the front yard of the property that is for sale/rent.

5.5 Realty signs must be of professional quality and weather resistant material, and hung in a professional manner.

5.6 Realty signs may not exceed 18" x 24". "Sold" signs may not be displayed for more than thirty (30) days after the sale of the home.

5.7 Political signs, no larger than 24" x 36", may only be exhibited within the area the owner has a right to occupy and use exclusively. The term "political sign" means a sign that expresses support for or opposition to a candidate, political party or ballot question.

5.8 Political signs must be removed within seventy-two (72) hours following the close of an event or election.

#### **VI. TRASH REGULATIONS:**

6.1 All garbage containers and recycling bins must be stored away from street view. All trash must be put in secured containers or bags. Garbage may not be set out earlier than twelve (12) hours prior to pick up and must be removed no later than twelve (12) hours after pick-up.

6.2 Owners/Residents are responsible for picking up their trash if it is spilled, blown, or otherwise deposited onto a common area, and disposing of it in a proper container or receptacle.

6.3 No trash or debris is to be left in any area that is visible to others from walkways, decks, patios, common areas or streets.

6.4 Trash containers must be covered and kept in a sanitary condition.

6.5 All service or storage areas, compost piles, garbage, bulk materials, scrap materials, debris, laundry facilities may not be visible from any other lot or public streets.

## **VII. VEHICLE AND PARKING REGULATIONS:**

7.1 The speed limit in Decatur Mountain Villas is 10 mph.

7.2 Please park in front of your own driveway as a courtesy to your neighbors.

7.3 Vehicles in "red curb" or "no parking" areas are subject to immediate towing at the owner's expense.

7.4 There is no parking in front of or blocking access to the mailboxes. No parking on sidewalks. No parking so as to block access of the sidewalk for pedestrians.

7.5 Inoperable and/or vehicles that do not have current registration are not to be parked on the streets or stored in the driveway of a homeowner's/resident's Unit. These vehicles will be subject to towing after forty-eight (48) hour notice at the owner's expense, per the towing provisions herein. Unit Owners will be responsible for any damage that vehicles or towing the vehicles may do to the common area.

7.6 No boat, truck, trailer or storage trailer, camper, recreational vehicle, tent, mobile home or similar vehicle shall be parked on a lot outside of the garage, on any street bordering either the common area of any lot, or in the common area, without prior written consent of the Board of Directors, for longer than forty-eight (48) hours in a seven (7) day period.

7.8 Garages are for the use of vehicle parking and may not be converted, altered or modified in any fashion that would prevent their use for vehicle parking. They may not be used for recreational activities or as storage units.

7.9 No vehicle or other equipment may be dismantled, repaired, or serviced on any Unit except in the garage. The garage door is to remain closed during the service. Leaks from vehicles in the street and on driveways must be cleaned up within twenty-four (24) hours.

7.10 Garage doors must be closed at all times, except for purposes of immediate ingress or egress.

7.11 Streets are not to be used by unlicensed motorcycles, recreational vehicles or motor operated vehicles or by anyone not licensed to operate a vehicle on a public street.

7.13 No motorcycle of any type or kind, inclusive of motorized bicycles, recreational vehicles, scooters, go-carts or mopeds that are not equipped with an appropriate muffling device shall be operated upon any portion of the community.

7.14 No boat, truck, trailer, camper, recreational vehicle, or tent may be used as a living area. One (1) camper truck, van, or similar vehicle, up to and including one (1) ton, when used for everyday-type transportation, may be kept or parked wholly enclosed within an owner's garage.

#### **VIII. TOWING PROCEDURES:**

8.1 Any vehicle that is parked, or otherwise immobile or unauthorized, on any street within the Association in violation of the above provisions, or any provision of the CC&Rs or any other applicable Governing Document of the Association, shall be subject to towing, where the Association has the right, but not the duty or the obligation, to have the violating vehicle towed, subject to the following:

(a) Prior to exercising the right to tow the vehicle, the Association, or a designee of the Association, shall post written Notice on the violating vehicle at least forty-eight (48) hours prior to having it towed.

(b) The Notice shall state the vehicle is in violation of the Association's parking regulations and if the vehicle is not removed from the street and if it does not remain otherwise compliant with all parking regulations prior to the expiration of the forty-eight (48) hour notice, the vehicle may be towed.

(c) The forty-eight (48) hour notice applies from the time notice is given and shall run, regardless of any intermittent departures or different parking locations within the community. Such notice shall deem to apply for three (3) months after the lapse of the initial forty-eight (48) hours, such that any vehicle that has been given notice is found unlawfully parked anywhere in the community at any time after the lapse of the initial forty-eight (48) hours notice may be removed without additional notice for a period of up to three (3) months, at the Board's discretion.

(d) The vehicle owner shall be responsible for all expenses incurred in the towing and retrieval of the vehicle.

(e) The right of the Association to have a violating vehicle towed shall not require any notice (other than the forty-eight (48) hour posting described herein) or hearing prior to removal of the vehicle.

(f) *Provided, however,* that any vehicle that is blocking a fire hydrant, designated red zone, fire lane or parking space designated for the handicap, or poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the Owners or Residents of the Project, may be *immediately* towed without any notice and the vehicle owner shall be responsible for all expenses incurred in the towing and retrieval of the vehicle.

#### **IX. SWIMMING POOL:**

9.1 Pool use is governed by state and local laws. In the event of any conflict between such laws and these rules, the provisions of such laws shall control.

9.2 The swimming pool and recreational areas are primarily for the use and enjoyment of the Owners/Residents. The use of these facilities by guests is a privilege and may be revoked. The homeowners are held responsible for any damage or misconduct attributed to their tenant or guests.

9.3 No one may use the pool or spa areas that does not know how to swim on their own, unless that person is accompanied in the pool or spa with an adult who does know how to swim and is capable of assisting the non-swimmer at all times in the pool or spa. Parents and/or guardians of the age eighteen (18) or older will be responsible for the conduct, safety and behavior of anyone under the age of eighteen (18) in their control. Anyone not toilet-trained or who suffers from incontinence may not enter the pool or spa. Owners or tenants of adult legal age are responsible for themselves and any other persons in their care and should use proper judgment and discretion when deciding whether or not to enter the pool or spa.

9.4 There shall be no playing or splashing at all while in the spa.

9.5 All trash must be disposed of in the trash receptacles. We all need to do our part to keep our pool area clean!

9.6 Rowdiness, excessive noise, excessive splashing or interference with other swimmers is strictly prohibited. No running, pushing, cannon-balling, horseplay or unsafe and offensive conduct is allowed in the pool area.

9.7 No Styrofoam, glass or ceramic objects may be used in or around the pool. This includes disposable cups, coolers, and other items. Food is also prohibited in the pool and pool area.

9.8 Radios may be used only if the noise level is kept to your personal area only.

9.9 Persons using suntan oil may not enter the pool without first showering.

9.10 Scaling the walls or fence is prohibited. Do not block or tie the gate in the open position.

9.11 Adjustment of any control regulating the pool lights or any other common service is prohibited.

9.12 No animals are allowed inside the pool area at any time, except service animals. Violation of this rule could result in a clean-up assessment to the owner, which includes the cost of draining, acid bath and refilling the pool.

9.13 Towels, clothing, and other items must be removed from the pool area when you are departing.

9.14 Individuals or groups must not occupy the pool or adjoining areas to the effective exclusion of others.

9.15 Proper swimming attire must be worn by all persons. Regular clothing, including, but not limited to, pants, tennis shoes will not be permitted in the pool.

9.16 The furniture in the pool area is to be used for lounging purposes only. It should not be overturned, scratched or used in the pool. It is not to be removed from the pool area at any time.

9.17 The life saving equipment is for emergency use only and should not be used as water sport equipment or for other casual purposes. The emergency telephone is limited to 911 calls only and is not to be used for any other calls.

9.18 No bikes, skateboards, roller skates, roller blades or motorized vehicles are allowed in the pool area.

9.19 Private pool parties are not allowed without prior written approval from the Board.

9.20 Failure to abide by these pool rules may result in revocation of pool privileges and/or fines assessed to lot homeowners.

**X. YARD AND LANDSCAPE REQUIREMENTS:**

10.1 Any/all backyard landscaping must be kept neatly trimmed, properly cultivated, and continuously maintained. Sprinklers must be maintained so they do not saturate any walls. Garden hoses must be properly stored when not in use. All garden and maintenance equipment must be kept in an enclosed structure or screened so it is not visible.

10.2 Owner/Residents may not interfere with established drainage patterns unless they have received prior written approval from the Association.

10.3 Alterations to the exterior appearance of any homes are not permitted without prior written approval from the Association.

10.4 Water hoses are not to be stored or kept in sight when not in use. When not in use, all hoses must be removed from the bib and stored out of sight.

**XI. HOLIDAY DECORATIONS:**

11.1 All Owners and Residents within the Association shall have the right to display holiday decorations on their individually owned Units or within any Limited Common Elements allocated to a resident's separately owned Unit. The term "holiday" shall mean Christmas, Hanukkah, Kwanzaa, Eid Al-Adha, New Year's Day and any other officially recognized holiday that is celebrated in the month of December or January of each year.

11.2 Holiday decorations may not be put up earlier than the day after Thanksgiving Day and must be taken down and out of view by the January 31<sup>st</sup>, immediately following placement of those holiday decorations. However, any decoration that the Board deems to pose a threat to the health, safety or welfare of the community or any of its residents or visitors shall be removed immediately after a written demand to do so is sent to the Owner or Resident.

**XII. GARAGE SALES:**

12.1 Garage sales are only allowed with approval from the Board of Directors. Any owner or resident desiring to conduct a garage sale at their residence must submit a request to the Board of Directors, in writing, and must obtain written approval from the Board before conducting the garage sale. Any request for garage sale approval must, among other things, state the date and the times that the garage sale will take place.

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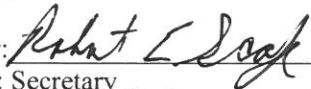
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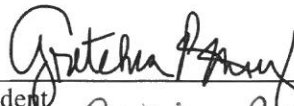
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IN WITNESS WHEREOF, these Rules and Regulations have been executed by the Association as of this 23 day of August, 2016. The undersigned hereby certify that these Rules and Regulations have been adopted and approved in accordance with the NRS 116 and the Association's Governing Documents.

**DECATUR MOUNTAIN VILLAS HOMEOWNERS ASSOCIATION**, a Nevada non-profit corporation

By:   
Its: Secretary  
(Print Name): Robert E Sarfe

By:   
Its: President  
(Print Name): Gretchen P Murphy