

DIAMOND CREEK HOMEOWNERS' ASSOCIATION

RULES

REGULATIONS

AND

FEE SCHEDULE

DIAMOND CREEK HOMEOWNERS' ASSOCIATION

Rules and Regulations

Please read and keep this document. Owners are responsible for knowledge of the contents and observances of the Rules and Regulations as set forth.

NOTE: The term "owner" as used in these Rules and Regulations apply to tenants, residents, and guests.

INTRODUCTION: The Board of Directors of the Diamond Creek Homeowners' Association, pursuant to Nevada Revised Statutes Chapter 116, has the authority and the responsibility to conduct, manage and control the affairs and business of the Diamond Creek Homeowners' Association, and to adopt, amend, repeal and enforce reasonable rules and regulations for the Association property. The Board also is responsible for enforcing the Covenants, Conditions and Restrictions (CC&Rs) found in the declaration.

These Rules & Regulations are intended as a supplement to the Covenants, Conditions and Restrictions (CC&Rs) of the Diamond Creek Homeowners' Association. In addition to these Rules and Regulations, the Association's CC&Rs impose certain restrictions and obligations on the Community, tenants, and their guests. **Violation of any law is a violation of Association CC&R's and Rules and Regulations.**

COMMON AREA USE

The developer has provided and the Association will continue to maintain common areas which include entry gates, park and streets as shown on the recorded subdivision plat map. Usage of these areas is on a first come first serve basis.

- A. Common areas that are open for resident's use include streets, gates and parks. Residents are NOT to use the desert or landscape areas for walking, biking, parking, playground or any other reason.
- B. Common areas may not be used for storage purposes, or in any manner which would increase the rate of insurance.
- C. No activity is permitted which causes damage to or defaces common areas and improvements thereon. Individuals responsible for any such damage will be expected to reimburse the Association for all expenses incurred in the replacement or restoration of damaged items.

Vehicles & Parking Restrictions

1. PRIVATE VEHICLES.

- A. **MAXIMUM SPEED LIMIT IS FIFTEEN (15) MILES PER HOUR THROUGHOUT THE PROPERTY.**
- B. **Resident's vehicles must be registered with the Diamond Creek.** A sticker will be issued and this sticker must be placed in the front driver's side windshield. One guest pass will be issued to the owners. Owners are responsible for ensuring that the guest passes are displayed in the appropriate location of any visitor's vehicles.

Commercial and recreational vehicles including but not limited to boats, trailers, motor homes, etc. are not permitted to be parked anywhere on the property.

EXCEPTION: A 24-hour parking rule applies to vehicles used for the express purpose of loading and unloading.

- C. Repairing and restoration of vehicles is not permitted unless completely within the enclosed garage and not causing a disturbance to others.
- D. Oil stains and any leaking fluid from any vehicle onto any street or driveway is to be cleaned up immediately. Vehicles, which leak fluids, are not permitted to park within the community. Any fluids that are leaked onto the streets must be removed immediately. Any cost of pavement repair and/or clean-up caused by leaking fluids will be the responsibility of the homeowner.
- E. Parking of cars half in and half out of the driveways is not permitted. Vehicles shall be parked in garages first, then driveways if they fit, and then in the street only in accordance with established parking policies.
- F. Cars parked in the street must be parked in the same flow as traffic, may not leak oil or any other fluids, may not be stored, shall not block another resident's ingress or egress from their own driveways and shall not be inoperable at any time. The board of director's reserves the right to determine if a vehicle is deemed a nuisance and may have the vehicle towed with proper 48-hour notice.
- G. Storage of inoperable or unregistered vehicles is prohibited on the streets of the Association or in driveways.

- H. Licensed motorcycles and vehicles anywhere in the complex shall operate at low rpm engine speed to minimize noise pollution. (Unsafe driving practices are prohibited, i.e. speeding, “wheelies”, running stop signs)
- I. **NON-PERMITTED VEHICLES:** Non-permitted vehicles are defined as any and all vehicles, other than those defined above as permitted.
- J. No All Terrain Vehicles (ATVs) are to be operated within the Diamond Creek Homeowners’, including any non registered motorized vehicles. This includes ingress and egress (coming in and/or going out of the community). These types of vehicles will either have to be driven out on a regular car/truck or walked out. These types of vehicles are also not permitted on the trail outside of the community.
- K. **ABANDONED VEHICLES:** A vehicle shall be deemed abandoned and towed within Forty-Eight (48) hours of a notice posted thereupon if:
 - 1. The vehicle is in a state of disrepair rendering it incapable of being driven in its present condition.
 - 2. The vehicle does not have current registration decals or is unlicensed, is inoperable or disabled.
 - 3. The acts of the owner and condition of the vehicle indicate that the vehicle has been abandoned.
- K. Vehicles shall not be parked, maintained or stored in a manner which interferes with ingress and egress to and from a driveway, parking spaces, intersections, emergency entrances (crash gates) or other common property. Any vehicle that is parked in violation of this section is considered to be interfering with ingress and egress to and from a unit for the protection, health, safety, comfort and welfare of the respective family residing therein, and may be removed by the Association without notice to the vehicle owner of said vehicle and at the owner’s expense.
- L. The Board may designate a person, persons, or committee to make determination of violations and to place stickers and notices on vehicles. Members of the Board of Directors or its agent shall notify the appropriate companies or individuals regarding removal of vehicles from the property.
- M. The Board may designate a person or company to boot or tow a vehicle

Assessment Fees & Delinquency Policy

A. Assessment Fees:

By acceptance of a deed to a Home in Hillcrest, each Unit owner has agreed to pay to the Association:

1. Annual assessments for common expenses (i.e. Association Dues), Special Assessments, Capital improvement assessments (a charge for reconstruction or additional improvements of common elements), penalties and fines which have been levied.
2. Checks are to be made payable to Diamond Creek HOA.
3. Association dues should be mailed directly to the address provided on the coupon's or statements provided by the Association.

Annual assessments are determined by the annual budget which is approved by the Board of Directors and ratified by the members. Assessments, interest, costs and attorney's fees for the collection thereof shall be the obligation of the owner and cannot be avoided by abandonment or by an offer to waive use of the common areas.

B. Delinquency Policy:

1. The annual assessment as referred to by the governing documents shall be due in monthly installments on the 1st day of the month for which it applies and if not paid in full by the fifth (5th) of the month, a late fee of \$10.00 shall be added to the amount of said installment after this date. In addition, any installment not paid within thirty (30) days after the due date shall bear interest from the due date of such installment at a rate of eighteen percent (18%) per annum.
2. The following procedure for collection shall be initiated on all delinquent assessments:

60 days delinquent (30 days from delinquent month)

A Letter of Intent to Lien or Demand Letter to Owner by postage prepaid, return receipt requested mail and first class mail, the charge of which will be borne by the Unit's Owner. If the Delinquent amount is not paid within ten (10) days after delivery of the demand, the Association may proceed with recording a Notice of Lien against the Unit.

3. All delinquent Assessments interest, lien fees, fines, reasonable attorneys' fees, court costs, title report fees, collection costs and all other sums payable to the Association by the Unit's Owner shall be the sole responsibility of the property owner and payable prior to removal of delinquency. On the thirtieth (30th) day of the following month, a sixty (60) day delinquent notice will be sent with an itemized statement indicating all delinquencies.
4. Good Faith Agreements to resolve delinquent assessment after the filing of lien may be considered by the Board of Directors on an individual basis. Initiation and responsibility of such agreement shall rest solely with the property owner and shall in no way relieve the owner of any expenses/interest incurred or accruing.
5. All payments will be applied to the delinquent account in the following order:
 - Current Assessments
 - Past Due Assessments
 - Late Charges
 - Legal Fees
6. If payment for all Fees, Charges and Assessments or a Good Faith Agreement is not provided within sixty (60) days of the filing of a Lien, a Notice of Default to sell the unit will be recorded as provided for by Law and the procedures for the sale of the unit commenced.
7. A Lien for Fines levied and not paid will be a separate Lien from Liens for Delinquent Assessments.
8. Upon the timely curing of any default for which a Notice of Lien was filed by the Association, the Association shall record an appropriate Release of Lien, upon payment by the defaulting Unit's Owner of a reasonable fee as provided by Law to cover the cost of preparing and recording such release.

Signage

- A. Only one (1) typical real estate sign, not to exceed 24" by 24", advertising a home for sale or rent shall be erected or displayed on any lot or other object. The sign must be installed so as not to overhang a sidewalk or street.
- B. No signs of any kind are allowed in windows or on common walls.
- C. No vendor signs shall be permitted on the individual properties. (Exception: One security sign for the current monitoring company for any installed and monitored security sign).

- D. Only one (1) political sign is allowed. It must be of standard size and shall be removed immediately after elections are held.
- E. Any other signage must be submitted to and approved by the ARC prior to installation
- F. Common Property Use – No signage may be installed on the common area property without the Board of Director’s approval.

Garages

- A. Modification of garages to rooms or recreational areas is prohibited.
- B. Garage doors are to remain closed.

Animal Restrictions

- A. Pets are to be on a leash at all times and controlled by the pet owner at all times when outside the confinements of the residence. Loose pets can be turned over to Animal Control by any resident.
- B. Pet owners are responsible for the immediate removal of all solid waste deposited on common areas, individual lots or any other portion of the property. Homeowners shall keep their pets from using other homeowner lots to relieve themselves.
- C. Barking and other such noise caused by a pet is to be kept to a minimum. Excessive barking should be reported at the time the infraction occurs.
- D. Owners must accompany their LEASHED pets at all times.
- E. Members, Residents and Guests shall indemnify and hold the Association, other Members, Residents and Guests, harmless from any and all damage and/or injury incurred by an animal owned by or under the control of a Member, Resident or Guests.

Owner Registration/Rental of Units

All owners are required to submit an owner registration form to the Association. If the unit is leased, the tenant’s information must be submitted as well.

- A. Owners who lease their units remain responsible for the actions of tenants and guests and will be notified by the Association if a problem arises.

- B. Each home may only be used for single family residential purposes. Time sharing is not permitted. Vacation rentals are also prohibited.
- C. The Association is not responsible for providing keys or remotes to the common areas. The owner must provide these, at their costs.

Refuse Restrictions

- A. All trash, debris and other waste shall be disposed of in a sealed bag and placed in proper trash containers with a lid.
- B. Containers and recycling bins are to be maintained in a sanitary condition so that no odors arise and should not create litter or obstruct any person in anyway.
- C. Trash cans shall be stored out of sight from the view of the street. They will either have to be in the garage or placed in the rear yard.
- D. Trash containers and recycling bins may be set out twelve (12) hours before designated pick up days and trash containers shall be put out of view no more than twelve (12) hours after scheduled pick up
- E. No clothing, laundry or other such items are to be hung from or on any portion of the property visible to others

Nuisances/Excessive Noise

- A. No home at any time is permitted to be or become unsanitary, unsightly or offensive to any other owner.
- B. No noxious, offensive trade or activity shall be carried on upon a home, nor shall anything be done which may be or become an annoyance or nuisance to neighbors.
- C. Loud or irritating noises, external speakers, horns, revving of engines, wind chimes, bells, gongs or other sound devices (other than security devices used exclusively for such) are not permitted.
- D. Noisy or smoking vehicles, large power equipment or items which may interfere with television or radio reception of any owner, is not permitted to be used or located on any portion of the community.
- E. The Board shall have the right to determine, in accordance with the governing documents, the definition of a nuisance.

Holiday Decorations

- A. All holiday decorations, lights, etc. may be placed no more than thirty (30) days prior to the holiday and must be removed no later than fifteen (15) days after the holiday.

Exterior Modifications

- A. All exterior improvements and alterations must be submitted to and approved in writing by the Board of Directors/Architectural Committee (ARC) prior to commencement of work.
- B. Architectural submittals are to include a completed architectural change form, complete plans and specifications showing the nature, kind, shape, height, color and materials to be used. All rear yard landscaping modifications should be submitted for as well.
- C. Portable Basketball Hoops must are not allowed in view of the street.
- D. Satellite Dish/Antenna Policy

Definitons:

FCC: The term FCC refers to the Federal communications Commission.

Antenna: The term antenna includes: (a) satellite dish; (b) TVBS – An antenna designed to receive over-the-air television broadcast signals; (c) MMDS – AN antenna designed to receive (wireless cable) programming services via multi channel, multipoint distribution services; (d) DBS – An antenna designed to receive direct broadcast satellite service..

Rules & Guidelines;

1. All Satellite Dish, MMDS and DBS antennas must be one meter (39”) in diameter or less to be permitted within the Diamond Creek Homeowners’ Association. Antennas larger than one meter (39”) and TVBS antennas are prohibited unless approved by the Board of Directors/ARC.
2. Plans for antenna installation must be submitted to the Association’s Board of Directors/ARC for approval. The antenna may be installed before the request for approval is submitted; however, it is strongly recommended that Owners first secure ARC approval. If the antenna is installed before the plans are approved, the ARC may require the Owner to move the antenna, resulting in the Owner incurring additional costs to relocate, conceal or screen the antenna. The Owner shall make all reasonable efforts to minimize the visual impact the antenna may have on neighboring property. The ARC will consider size and type of antenna, make and model of antenna, location, reasonable screening/concealing options, signal

quality, cost of compliance, among other factors. Any additional costs to conceal the antenna will take into account the cost of equipment or service and the visual impact of the antenna.

3. Antennas will be permitted only on property over which the Owner has exclusive use r control and a direct or indirect ownership interest. An Owner may not place an antenna on Common Area, Association owner property, or on the property of another Owner.
4. Concealment efforts may be required in order to reduce the visual impact of the antenna. Painting the antenna to make it blend with its surroundings may also be required.
5. Antennas must be placed in “preferred” rear yard, ground mounted locations, and to the extent feasible, in locations that are not visible from: (a) the street; (b) common elements; (c) recreation areas; (d) other association owner property; (e) the home and yards of neighbors, IF this placement does not impair reception of an acceptable quality signal, delay installation, or cause the Owner to incur additional, unreasonable cost.
6. For safety reasons, antennas must be adequately and safely installed. Bolting and/or guy-wires may be required for safe use, operation and maintenance of the antenna, or to prevent damage or injury to the property or person of other or property over which the Association has a maintenance responsibility. No bolting or mounting of guy-wiring may be attached or affixed to Common Elements, Association owned property or the property of others.

The purpose of this Rule is to prevent injury to persons or property caused by antennas falling or being blown off the support in a wind, other natural event, or as a result of use or maintenance by applicant.

7. For safety reasons, no antennas may be installed or maintained in such a location, or fashion, that results in the antennas obstructing; (a) a fire exit; (b) any fire safety apparatus (e.g. smoke alarm, fire alarm, fire extinguisher, fire hose, fire tools and/or equipment, etc); (c) access by a fire marshal or firefighter on fire department business: or (d) access by an owner, guest, tenant, invitee, or the like, to a neighboring property.

The purpose of this Rule is to prevent the delay or inability of fire and/or rescue personnel and equipment reaching a person or location where their help is needed.

8. The Association may enter an Owner’s property, following reasonable notice to the Owner during reasonable times, to take comparative signed strength measurements and to verify the information on the application for Antenna Approval. These measurements will be used to assist the Association in its’ review of alternative antenna locations, where appropriate.

Long Term Non-Compliance of the Governing Documents

If a unit owner does not take the necessary steps to correct long term issues (homeowner has been noticed pursuant to NRS 116.31031 and the Association has assessed fines) that are in direct violation of the Governing Documents, the Association will:

- A. Notify the homeowner that once their account goes to collections for unpaid fines, the Association will contact them with a 48-hour notice of their intent to cure at the cost of the homeowner.
- B. A contractor will be asked to come in and cure the problem. The contractor will bill the Association and the Association will place a special assessment on the account of the homeowner. This special assessment is by law a foreclosable assessment. This means that the Association may foreclose on the home for failure to repay the debt.

An example of when the Association may contract for services is when landscape maintenance is not done.

Landscape Maintenance

- A. Routine landscape maintenance of the front, side and rear yards is the responsibility of the individual Owners. The yard is to be kept free of weeds, plant debris, trash debris, etc. Bushes are to be kept trimmed and neat and are not to be allowed to overgrow on driveways or walkways. Landscaping debris must be disposed of in accordance with the rules of the local refuse collection/sanitation department.
- B. It is the responsibility of the homeowner to maintain the minimum plant count that was originally installed by the developer. Any deviations from that will require an ARC submittal to the Board of Directors/ARC Committee.
- C. Bushes must be kept trimmed and shaped so that they blend with the aesthetics of the community landscaping and shall be kept trimmed off of sidewalks, curbs and walkways.
- D. Routine maintenance and watering of front yard landscaping is mandatory (even if the property is vacant).

Front, Side & Rear Yards

- A. Front yards, side yards, walkways, porches and to some extent rear yards are visible to others and must be kept clean at all times.
- B. No storage of trash or trash containers will be permitted in front or side yards.

- C. No boxes, refuse, bicycles, play equipment or other items may be stored in the front yards or in the side yards. They are to be kept in the rear yard and out of view from the street.

Window Coverings

- A. Solar screens may not be installed without the approval of the Architectural Review Committee.
- B. Window coverings shall be of a complimentary nature of the exterior of the home. Materials with patterns are not permitted.
- C. Newspaper, cardboard, foil, or any other material shall not be displayed on any window.

Penalty & Procedure Policy

ALL COMPLAINTS REPORTED TO THE ASSOCIATION MUST BE IN WRITING AND SIGNED BY THE COMPLAINANT.

Routine violations will be processed as follows:

A “Friendly Reminder” letter may be sent to remind the alleged offending member of the Association Rules. The alleged offending member is allowed ten (10) days to cure the violation. THIS IS NOT A MANDATORY LETTER; a “Hearing” letter may be sent instead if the violation calls for an immediate cure.

1. If the “Friendly Reminder” letter is not adhered to, a “Notice of Hearing” letter will be sent to the owner of the unit via certified return receipt at the cost of the owner advising of possible sanctions which may be imposed if the situation is not corrected. The letter informs the alleged violator that a hearing date has been set by the Board, or a designated committee, to allow the alleged offending member to appear in person to be heard. The alleged offending Association member is required to respond in writing to the complaint by returning the “Compliance Action Form”. An inspection will be made of the property once the form is received to ensure compliance.

Hearing: If the alleged violating member fails to cure the violation or to notify the Board of their intent to be heard the Association may proceed with the meeting on the member’s alleged violation, consider all relevant evidence, and

render a decision on the alleged violation without hearing from the member. A "Result of Hearing" notice is sent by the Association informing the member of the disposition of violations and sanctions, if any, and how the member may appeal. At the hearing, and within the time limits set by the Board, the accused member may present any evidence or make any statement relating to the violation either in person or in writing.

Upon hearing all of the evidence, the Board or its designee may, by majority vote:

- a. Find that no violation exists, or
 - b. Find that the member is in violation and impose the penalty as set forth herein.
2. In the event it is determined that a violation exists or was committed, the Board of Directors or its designee may order any or all of the following penalties:
- a. Special assess the member according to the following fine schedule and collect such assessments as provided in the CC&Rs and in accordance with NRS 116.31031. Sanctions may include the following:
 - b. Suspension of the right of the member to use any common area facilities owned, operated or maintained by the Association.
 - c. Suspension of the member's voting privileges.

If, after the hearing, the offending member refuses to abide by the decision imposed by the Board or its designee, the Association may, without further notice, elect to compel compliance with such decision as provided for in the CC&Rs, including, but not limited to, placing a lien against the member's home in the Association.

Entry Gate System

The entry gate into the community is controlled and operated by a separate transmitter.

Residents may authorize guest entry by telephone. Guests may contact residents by dialing the three (3) digit code number assigned to the home.

All new owners/tenants need to complete the "Owner Registration Form" and return it in order to have their name programmed into the entry gate. All other changes (i.e. phone numbers, etc.) need to be reported to the management company.

FINE SCHEDULE

Fine schedule is outlined by the following categories. If the violation falls under a particular category then the following schedule applies: a courtesy letter will be sent to the homeowner detailing the violation, after ten days of non-compliance, a hearing letter will be sent. If the violation continues, then in accordance with NRS 116.31031 the applicable fine will be assessed after the hearing, a cure period of 14 days will then be given and the violation if still not cured will begin as a continuing violation at the rate \$100 per week. General examples of different categories are outlined below.

Category I - \$25

Trash Cans
Improper Installation of Satellite Dishes
Oil Spills on driveway
Noise Nuisance
Weeds

Category II - \$50

Failure to submit lease agreement to Management
Animal Feces
Dead shrubs and/or trees
Violation of park area rules
Unkempt exteriors
Excessive speed through community/unsafe driving
Improper placement of signage

Category III - \$75

Improper Parking

Category IV - \$100

Failure to repair structural exterior of home as specified by either Compliance Committee or the Board of Directors
Oil spills on street/common areas
Architectural violations
Dead/Dying Grass

Damage to Common Elements – Cost of Repair

Per NRS 116.31031: Once a property has been brought to hearing for a violation

The Board of Directors reserves the right to increase the fine amount for more serious or continuing violations in accordance with NRS 116. As this is solely a sample of violations, the Board may at its discretion assign fines for violations that are not listed.