



**DUCK CREEK VILLAGE I & II
HOMEOWNERS ASSOCIATION**



**RULES AND REGULATIONS
Effective January 15, 2023**

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AUTHORITY

The Board of Directors (here forth referred to as “BOD”) must adopt reasonable rules, not inconsistent with the provisions contained within the Declaration, and may amend the same from time to time, relating to the use of the common areas and the facilities located on Duck Creek Village I&II HOA (here forth referred to as “DCV”) property. (See Covenants, Conditions & Restrictions [CC&R], Article V, Section 5.5, and the Restated Bylaws , Section 10.11).

Rules & Regulations (here forth referred to as “rules”) are designed to maintain a high standard of living, which aids to preserve property values. These rules help to ensure that all residents may enjoy our community lifestyle. Use of all facilities is based on a resident being in good standing (dues and/or fines being paid up to date). Infractions of any of these rules may result in the deeded unit owner(s) (here forth referred to as “owner”) receiving violation notices and fines. Owners not in good standing risk losing amenity privileges including use of the assigned RV/trailer parking areas and recreational facilities such as the tennis court, pool restrooms, swimming pools, spa, and clubhouse, pursuant to NRS 116.31031.

ARTICLE I – APPLICABILITY

These rules shall govern the rights, duties, and obligations of, and be binding upon, all unit owners. It is encouraged that you read all DCV documents carefully.

1. Each owner shall comply with these rules and any other rules and/or provisions of the Association’s governing documents (CC&R’s) which from time to time may be adopted by the BOD. Each owner will also be responsible for any violation of these rules and/or CC&R’s by the conduct and activity of the owner’s family and/or household members residing in the unit, guests, invitees and tenants.
2. Any expenses/costs incurred by DCV due to any breakage, damage or misuse of the common elements by any owner, owner’s family and/or household members residing in the unit, guests, invitees and tenants, including damage caused by pets or vehicles, shall be the sole expense and cost of the owner.

ARTICLE II - SWIMMING POOLS AND SPA

- Capacities: Medallion Pool:27; Spa:10; Duralite Pool:20;
 - DCV does not provide lifeguards.
 - All persons using the pool/spa do so at their own risk.
 - DCV is not responsible for any accidents, injuries, or deaths. It is recommended that no one swim alone.
 - Pool/spa areas are for the use and enjoyment of DCV residents and their guests. Pool/spa cannot be reserved.
 - Pool/spa areas are under constant video surveillance. Videos may be used as evidence in charging owners for any damages and/or fining for rule violations.
 - Pool/spa areas are open 24 hours for residents. The BOD may, at times, restrict usage to other hours and/or close the pool/spa areas for maintenance, seasonally or for health, safety and welfare concerns.
1. Children under the age of 18 years must be supervised by an adult 18 years old, or older, to use the pool/spa area. The adult must be physically within the pool/spa fencing at all times that the child is present within the pool/spa fencing.
 2. The use of these areas by guests is a privilege. Each unit is limited to two guests and a resident of the unit must be present with the guests at all times.
 3. Children should not exceed 10 minutes of use in the spa.
 4. All bathers must shower before using the pool/spa.
 5. No diving, running, jumping, horseplay, or interfering with other bathers.

6. No scooters, bicycles, skates, skateboards, hoverboards or similar equipment, or animals (except service or support animals as allowed by law or by prior authorization by the BOD) allowed in pool areas.
7. Absolutely no glass of any kind is allowed.
8. No clothes washing, soap, or shampoo in pools or spa (soap/shampoo allowed in showers only).
9. Anyone wearing diapers must also wear protective, waterproof, plastic or rubber pants over the diaper to be allowed in the pool.
10. No street clothing or undergarments permitted in the pool. Only bathing suits/attire and white T-shirts may be worn in the pool.
11. LIFESAVING RINGS ARE NOT TOYS. THEY ARE FOR EMERGENCY USE ONLY.
12. Floats, rafts, and games may only be used if not interfering with anyone else in the pool. The Association may ask to have these removed at any time.
13. No floats are allowed in the spa.
14. No misuse of lounges, chairs, or tables such as standing on, throwing, jumping on, etc.
15. No person with infectious skin disease, open sores, or any discharge of fluids are allowed in the pool/spa.
16. No food or drink is allowed in the water. Drinking water is an exception.
17. Food or drink is allowed under the shade structures only.
18. Gum is strictly prohibited.
19. No indecent exposure or inappropriate sexual behavior.
20. No one under the influence of, or in possession of, illegal substances is allowed in the pool/spa.
21. Noise regulations set forth in Article XIV of these rules apply to pool areas at all times.
22. No tampering and/or vandalism of any equipment/structure in pool areas.
23. Pool and restroom gates must be locked at all times. Gates may not be propped open. Each resident is fully responsible for locking the gates upon entering or leaving.
24. Fobs are the only means of access to the pool areas/restrooms. Climbing on/over fence is prohibited. Fob or ID must be presented to any Association representative upon request (i.e. BOD, Management staff, Maintenance staff).
25. Any manipulation of the fob system is prohibited. Owner will be responsible for the conduct of and/or damage by any persons that enter as a result.
26. Diaper changing must be done in the restrooms only and may only be disposed of in the trash receptacle. Owner will be responsible for any toilet/plumbing damage resulting from diapers that are flushed down the toilet.

ARTICLE III – BARBEQUE AREAS – CAPACITY: 20

1. All regulations set forth in Article II of these rules apply to the BBQ areas.
2. BBQ equipment and table areas must be cleaned after every use. Allow coal ashes to cool and dispose of them in the provided cans.
3. No personal grills, or any other cooking devices, are allowed to be brought in.
4. All foods and drinks brought into the area must be in non-breakable containers. Absolutely no glass containers allowed.
5. Gum is strictly prohibited.

ARTICLE IV - CLUBHOUSE - CAPACITY 40 PEOPLE

Owners who would like to use the clubhouse for a private affair may do so, with the following rules:

1. Owner must receive approval from property management at least seven days in advance.
2. Owner MUST be in good standing and be present during the entire reservation period. No exceptions.
3. The pool area may be used; however, this area cannot be reserved for any private party. You must be considerate of other owners and their guests. ALL regulations of Article II of these rules must be adhered to. Owner is fully responsible for the conduct of guests.

4. Hours of use may be from 7:00 am to 1:00 am. Noise limits set forth in Article XIV of these rules apply.
5. A refundable cleaning and damage deposit (cashier's check or money order ONLY) must be received 48 hours prior to starting time of party. Door code will be given at this time and initial walk-through with owner will be done. A final walk-through will occur the day after party. Note: Any damage, loss of items or unusual clean-up will be deducted from deposit. All walkthroughs must be scheduled through property management.
6. BOD activities take priority over private functions.
7. Additional rules will be made available at the time of the walkthrough.

ARTICLE V - TENNIS COURT

1. Court is open from 7:00 a.m. until dusk and may only be accessed with a fob.
2. Any footwear other than sneakers is prohibited on the court.
3. Gate must be locked at all times and may not be propped open. You are responsible to ensure that the gate closes behind you.
4. Children under the age of 12 years must be supervised by an adult 18 years old, or older, to use the tennis court.
5. No scooters, bicycles, skates, skateboards, hoverboards or similar equipment or animals (except service or support animals as allowed by law or prior authorization of the BOD) allowed on tennis court.
6. Absolutely no glass containers of any kind on tennis court.
7. Do not sit on the net, climb the fence, "slam dunk" or otherwise hang on the basketball hoop. Owner will be held financially responsible for any damage.
8. Any manipulation of the fob system is prohibited. Owner will be responsible for the conduct of and/or damage by any persons that enter as a result.

ARTICLE VI - COMMON AREAS

DEFINITIONS:

Common Area: All portions of the community not located within a Living Unit

Exclusive Use Common Area: All covered (deeded) parking spaces, patios, upstairs landings, stairways, pot shelves, or other reserved parking spaces, where appropriate. These areas are intended for the exclusive use by residents of the assigned unit.

Restricted Common Area: Rooftops

1. Scooters, bicycles, skates, skateboards, hoverboards or similar equipment are not permitted to be used on sidewalks or landscape areas (including rock areas), they must be ridden on streets only.
2. While we urge our residents to enjoy potted plants, shrubs and miniature fruit or vegetable trees, such plants must be maintained at all times. Dead, dying or unkempt plants and trees must be removed. DCV may remove any dead plants/trees, regardless of who owns them.
 - a. In-ground plants and trees may be installed but MUST be reviewed by the BOD PRIOR TO installation. This requires an Architectural Review Committee (ARC) form which may be obtained from property management.
 - b. No artificial plants nor trees may be used.
3. Statuary, ornaments, decorative items, trellises, etc., within reason, are allowed. No items may be placed where they will bang against the building.
4. No items may be attached to the exterior siding of the building. (see Article XIII of these rules).
5. No fountains/bird baths are allowed.
6. No climbing trees, or tampering with sprinkler components, meters, utility boxes, electric panels, lighting components or any landscape item including rocks.
7. Electronic items such as cameras, security equipment, and doorbells will require an Architectural Review Committee (ARC) approval (refer to Article XIII of these rules for further information).

8. Jumping over the perimeter wall or pool fences is strictly prohibited. Jumping over the wall or pool fences which results in damage will be charged to the unit owner in addition to any applicable fines.
9. Replacement of a rooftop air conditioner unit will require reinstallation of the bird wire mesh by the owner.
10. Holiday decorations may be displayed up to 30 days preceding the applicable holiday and must be removed no later than two weeks following the holiday.
11. Rooftops may only be entered for the maintenance/replacement of an air conditioner, chimney cleaning, dryer vent cleaning, and for cleaning/replacement of windows. Any damage to the rooftop will be the Owner's responsibility, regardless of whether the rooftop entry was authorized or not, including damage from any hired person.

ARTICLE VII - PERSONAL STORAGE

1. Potted plants, patio furniture, BBQ grills/smokers, hooked up garden hoses, and wind-proof cigarette receptacles may be kept on patios/porches. These items must not block your neighbor's easement or any stairways. Household furniture (i.e. overstuffed furniture, kitchen tables, bedding) may not be used or stored on patios or landings.
 - a. BBQ grills/smokers may not be stored on landings, in accordance with Clark County fire code. (see Article XV(1) of these Rules)
2. A maximum of one bicycle per unit may be stored on second-level landings. Any bicycle shall not obstruct or interfere with any easement nor increase the rate of any DCV insurance policy.
3. At no time may any item be stored on a stairway/railing or in any manner that may obstruct the use of a stairway/railing, in any form.
4. Patio furniture must be designed for outdoor use and be maintained in a condition that does not deter from the aesthetics of the community. Patio furniture is generally recognized as café-style tables, gliders, sling chairs, chaise lounges and vinyl/wicker chairs/couches.
5. Bicycles, barbeque grills and smokers may be stored under stairways at your own risk. No other items may be stored under the stairways.
6. Unauthorized items found on any common area, including but not limited to on/under stairways, on rooftops, on sidewalks, or on any landscaped area, will be regarded as abandoned and will be immediately disposed of by DCV, without prior notice.
7. Any patio storage that is deemed unsightly by the BOD: owner may seek approval to install a gate with privacy mesh (refer to Article XIII of these rules).

ARTICLE VIII - CLOTHES DRYING

1. Only pool towels and swimwear may be left outside to dry and must be removed as soon as they are dry. Please keep out of view of the street or neighbors where possible. No other laundry, blankets, rugs, etc. may be hung outside to dry, draped over railings or window shelves.
2. No permanent or temporary lines of any type are to be installed for this purpose.

ARTICLE IX - TRASH DISPOSAL

1. Trash pick-up days are Wednesday and Saturday.
2. All trash must be bagged and securely tied before depositing in dumpsters. Do not throw loose pieces of trash into dumpster.
3. Large boxes must be broken down before disposal.
4. ITEMS MAY NOT BE PROTRUDING OVER THE TOP OF THE DUMPSTER. If the dumpster is full, you must use another dumpster.
5. No trash may be left outdoors on patios, landings, or other common areas. All trash must be immediately placed in dumpsters. All spillage must be cleaned and/or picked up.
6. The disposal of large items, such as furniture, appliances, and mattresses, and flammable or toxic materials is strictly prohibited. The owner may be responsible for the cost of removal, in addition to any applicable fines and/or maintenance fees. Owner/resident is responsible to contact the appropriate junk removal service/charity.

7. Digging or scavenging in dumpsters is strictly prohibited.
8. If it is necessary to open the corral gates to access the dumpster, you must fully secure all latches (upper and lower) upon exiting the corral. Owner will be responsible for any damage to the gates, or by the gates, if the gates are not secured after opening.
9. For home renovations, the owner/resident will be responsible to remove disposable items/waste from property at their own cost. If you bring in your own dumpster, refer to Article XII, section 11 of these rules for more information.

ARTICLE X – ANIMALS

1. A maximum of two (2) pets (exception: caged birds or aquarium fish) may be kept in any living unit.
2. ALL PET WASTE MUST BE PICKED UP. Residents are encouraged to utilize the pet areas. Each pet area is equipped with a dog waste container and dog waste bags provided by DCV. All pet waste must be picked up, bagged, sealed, and disposed of properly in the dumpster or waste container.
3. Agricultural and exotic animals are strictly forbidden.
4. All pets must be leashed, and in your control, when outside of the building.
5. Pets may not be housed in storage rooms or remain unattended on patios, second floor landings, or park areas.
6. No animal may be fed outdoors.
7. Pets are not to be attached to trees, fences or other structures, or otherwise unattended outside of the building, at any time.
8. Patios and second floor landings must never be used as a potty area for pets.
9. Any animal that is unable to be physically controlled, causes injury/damage, or constantly barks/howls will be regarded as a nuisance.
10. Only service or support animals are permitted in the recreation areas, as prescribed by applicable laws or previously authorized by the BOD. If a health/safety issue arises (i.e., dog relieves itself in pool area) the animal may be restricted.
11. Only liquid bird feeders may be used. Seed feeders are prohibited.
12. Any other violation of the Clark County Code of Ordinances, Title X, is prohibited.

ARTICLE XI - LANDSCAPING

1. All landscape issues must be addressed or repaired by a professional landscape contractor retained by DCV. Owners and residents may not perform their own maintenance or repairs to landscaping. This includes all trees, bushes, rocks, and plants (except those personal plants described in Article VI, section 3[a] of these rules, that are maintained by individual owners and residents).
2. Sprinkler/emitter schedules and adjustments are also maintained by DCV's contractor. No one should attempt to open timer or irrigation boxes.
3. Owners/residents must not interfere with or supervise contractors. Issues should immediately be reported to the management company.
4. Anyone found to have tampered with any landscape item will be held liable for any resulting damage.

ARTICLE XII - MOTOR VEHICLES/PARKING AREAS

1. All owners are deeded one covered parking space. No vehicles, other than the owner's/resident's/tenant's, may be parked in this space. Spaces may not be rented/leased separately.
2. All drivers must have a valid driver license and must adhere to all posted signs and pavement markings.
3. Owners are responsible for the driving behavior of their guests/tenants that results in damage/injury/rule violation(s).
4. All roads within DCV have a speed limit of 10 mph, whether posted or not.
5. DEEDED (COVERED) PARKING SPACES

- a. Passenger vehicles are the only vehicles that are permitted to be housed on property. Recreational vehicles/trailers require approval, via property management, and must receive approval, an RV parking decal, and a space assignment.
 - b. Trucks and vans must be for passenger use (no box, flatbed, utility bed, etc.), contain only two axles, and must fit under the assigned carport.
 - c. All vehicles parked in deeded spaces must have current registration and a visible DCV authorized parking decal displayed. Owners must obtain a decal from property management.
 - d. Owner is responsible to notify property management immediately if a parking decal is lost, or stolen, or if a vehicle has been purchased, sold, or replaced.
 - e. Utility trailers may not be used to store items in a deeded or common-area space.
 - f. All motorcycles, scooters, three-wheeled vehicles, or all-terrain vehicles (ATV'S) must be parked in resident's assigned space. Under no circumstances may any of these vehicles be parked or stored in or on patios, storage areas or sidewalks.
6. ASSIGNED SPACES FOR RV/TRAILERS
- a. Assigned spaces are inventoried on a regular basis. Any assigned space that has not been used by the assigned vehicle for a period of six (6) consecutive months will be considered vacant. Vacant spaces will be made available to other owners on the waiting list. Once this occurs, you will no longer be allowed to use the space. You may reapply for a new space and be placed on the waiting list.
 - b. RVs must not be longer than 33 feet in total length (trailers) and 40 feet (coaches). All RVs must be kept in working condition and must be free of flat tires, spider webs, or any other unsightly debris. Vehicles already assigned before September 1, 2021 will be grandfathered in, with regard to the length limit.
 - c. Tow dollies used with RV's must be able to fit with the RV, in your assigned space, and will be included in the calculation of total vehicle length.
 - d. A 24-hour period is allowed at your residence for loading/off-loading and maintenance/cleaning of your RV. It must then be moved to its assigned RV parking space.
 - e. RV must not, in any way, or at any time, impede others from using their assigned spaces or otherwise cause an unsafe condition.
7. ALL VEHICLES
- a. Every resident must register all vehicles with property management. All vehicles must have current registration/movement permit, a DCV decal and be in working condition. This includes cars, trucks, motorcycles, RVs, trailers, scooters, ATVs, etc.
 - b. All vehicles carrying flammable or toxic materials are strictly prohibited from entering the property without prior approval from property management. Under no circumstances may those vehicles be parked on property. Closed propane tanks on a recreational vehicle are permitted.
 - c. Vehicles must be maintained in a condition that does not deter from the aesthetics of the community or otherwise damage the common area. No inoperable, disabled, non-registered or unlicensed vehicles or other similar vehicle of any type may be stored or parked anywhere within DCV. Examples of disallowed vehicles include, without limitation, wrecked vehicles, vehicles allowed to deteriorate, vehicles with flat tires or vehicles leaking any fluid. Vehicles which leak fluids are not permitted to park within the community (including deeded spaces, spaces assigned for RV/Trailers, and uncovered or unassigned spaces) and must be removed from DCV until such a time that the vehicle is repaired.
 - d. Hose washing is strictly prohibited. Limited "bucket and sponge" washing may be used. You must not wet/splash adjacent vehicles.

- e. Vehicles may not be stored anywhere on the premises, except in your covered/deeded space. Stored vehicles are defined as any vehicle parked within the same parking space consecutively for seven or more days. These vehicles may be tagged for removal.
 - f. Failure to provide contact information to property management and display a parking decal may result in the vehicle being towed, at the owner's expense, if the vehicle needs to be moved for property maintenance or emergency. This includes vehicles in covered/deeded spaces.
 - g. No vehicle may be parked in such a way that would impede the usual use of any other parking space (i.e. parking over the line, excessively crooked, excessively off-center, etc.). This includes EVERY parking space on property, without exception.
 - h. Excessive Vehicles – If the BOD determines that a unit has excessive vehicles on property, the BOD may, at its discretion, require the excess vehicles to be removed from property. A hearing must be held to allow the owner to appeal the decision prior to the vehicles' required removal.
8. VEHICLE REPAIRS
- a. Vehicle repair on premises may ONLY consist of; changing a tire, minor tune-ups, adding fluids (but not draining), changing a battery, wiper blades and other small repairs that do not require the draining of fluids and do not require more than 24 hours to complete.
 - b. Owners must clean all fluid leakage/spillage within 24 hours.
 - c. Vehicles owned by non-residents may not be repaired, washed, or stored on premises.
9. UNCOVERED SPACES
- a. Vehicles parked in common area (not covered or otherwise assigned) spaces are subject to the same rules as the assigned spaces. Common area spaces are first come, first served. These spaces are for the use of any guests, vendors, or residents. Vehicles should be parked in a unit's assigned space prior to utilizing a common area space.
10. COMMERCIAL VEHICLES
- a. Commercial vehicles require BOD approval to park on property. Do not park these vehicles on property until written permission is granted by the BOD.
 - b. With regard to vehicles that are business-related and are required to be taken home by the owner's employer, owner may apply for BOD approval to park on property. Written proof of company use is a requirement and must be provided at a hearing before the BOD.
 - c. Commercial vehicles will only be approved if the vehicle fits within the owner's assigned space (height, length, width all considered) as determined by the BOD.
11. STORAGE/SHIPPING CONTAINERS/PROJECT DUMPSTERS
- a. Storage/shipping containers, such as PODS, and project dumpsters will be allowed for on or off-loading for no longer than 72 hours for moving purposes only.
 - b. Owners or residents must notify management no less than five days prior to the delivery of any storage/shipping containers/dumpsters. Storage/shipping containers will not be permitted in the community for any purpose other than moving unless prior approval is obtained from management.
 - c. Periods longer than 72 hours may be approved at the discretion of the BOD. Contact property management PRIOR to keeping the storage/shipping container/dumpster on property greater than 72 hours.
 - d. Storage/shipping containers/project dumpsters are required to be placed on wooden planks (or other adequate support) so as not to damage the asphalt surface. Owner must arrange for this with the storage/disposal company.
 - e. The storage/shipping container/project dumpster must fit within a single, standard, uncovered parking space.
 - f. By placing storage/shipping containers/dumpsters in the common area, the owner or resident is assuming responsibility and/or liability associated with their use. It is the

owner or resident's responsibility to ensure safety precautions are followed through the duration of its use.

- g. Any damage to the common areas as a result of use, delivery, placement, and/or removal of the storage/shipping container/dumpster will be the responsibility of the owner or resident.
- h. All violations of the above-mentioned policies and procedures are subject to enforcement through fines or other sanctions, after notice and hearing, and/or any other appropriate legal or equitable proceedings, at the discretion of the BOD.

12. TOWING

DCV adheres to NRS 116.3102 for all towing practices. All towing is at the owner's expense. Tow company information is posted on the front gate.

- a. Vehicles found to be in violation of any rule will receive either a courtesy violation notice or a 48-hour tow notice, whichever is appropriate, except for those violations listed in subsection "b" of this section.
- b. The following vehicles MAY IMMEDIATELY BE TOWED AT THE OWNER'S EXPENSE:
 - i. in a handicap space (as designated by a sign that meets the requirements of NRS 484B.467) without any visible handicap placard/license plate, or
 - ii. blocking a fire hydrant, or
 - iii. in a fire lane as designated by red painted lines, or
 - iv. in another owner's deeded space, or
 - v. in another owner's assigned RV space, or
 - vi. blocking the ingress/egress of another vehicle, or
 - vii. blocking the emergency exit gate on Silvermist Ct., or
 - viii. that are an imminent safety or health hazard to the community, as determined by the BOD.

13. VISITOR VEHICLES

Visitors that are parking in DCV for more than 72 hours must request a visitor pass to display on the visitor's vehicle. Please obtain a visitor pass from property management prior to the expiration of the first 72 hours to avoid towing at the owner's expense.

14. ELECTRIC VEHICLES

Due to various legal, safety, and electrical infrastructure challenges, stations for the charging of electric vehicles will not be permitted. As such, the charging of electric vehicles on property is prohibited. In the interest of the health, safety and welfare of all residents, owners, residents, and their guests are strictly prohibited from running electrical wiring over DCV common areas in order to charge electric vehicles. Websites, such as www.pluginamerica.org, may assist you in locating a charging station.

15. Vehicle covers may be utilized but the BOD/property management reserves the right to lift and/or remove the cover for inspection purposes.

ARTICLE XIII - ARCHITECTURAL REVIEW COMMITTEE (ARC)

Any time an item is modified, attached, built or added onto any Common Area (landscaped or not) or building exterior, the item **MUST BE REVIEWED AND APPROVED BY THE ARC OR THE BOD PRIOR TO** being modified, attached, built or added thereon.

This includes, but is not limited to, the following:

- 1. Specifications for dish/antenna and installation locations are available through property management. Do not attempt to install without having approval. This may leave you with an expensive re-installation.
- 2. Decommissioned satellite dishes/antennas must be removed. DCV will charge back any costs related to removing satellite dishes that are decommissioned. These dishes/antennas may be removed without any notice as they are considered abandoned property on common area. A hearing will be conducted for any removal charges.
- 3. Outer security doors must be white in color.

4. Security bars on windows or sliding doors are prohibited.
5. Under no circumstances may items such as bed sheets, flags, blankets, paper or foil be used as a window covering. All window coverings must be maintained at all times to ensure the aesthetics of the community.
6. All screens on windows and patio doors must be free of spider webs, tears, fraying, or any other damage. Damaged screens must be removed or replaced.
7. Solar screens must be a color that is harmonious with community standards and approved by the BOD. Excessively faded/dirty solar screens must be cleaned, replaced, or removed.
8. Patio fencing must meet DCV specifications-for size, height, design, and location. Property management will provide the exact color code to you upon ARC approval. Fencing for front and dining room patios may range in height from 36" to 42"; back patio fencing may be up to 72" (includes any decorative portion).
9. Patio tiling will require an ARC and must be reviewed for design.
10. Windows must contain panes with a white, square crosshatch pattern throughout. Sliding glass doors do not require the crosshatch pattern.
11. Any electronic devices, such as cameras or surveillance equipment, that are attached to the building will require an ARC approval.
12. Addition or expansion of any porch/patio using concrete, paver stones, tile, etc. must be reviewed and approved by the BOD before any completion of work.
13. Other items that will require an ARC approval can be found in *Article VI - Common Area* of these rules.
14. Items 1-13, above, are not a complete list of items that may require an ARC approval. If you are not sure, call property management, first, PRIOR TO INSTALLATION. Unapproved additions/installations may be removed by DCV at the discretion of the BOD, regardless of the cost.
15. The current owner is responsible for maintaining any previous architectural changes or improvements made by the previous owner.
16. Upon sale of unit and/or removal or cancellation of any of the above installed items, the current owner will be responsible for any damage to, or restoration of, any common area.

ARTICLE XIV - NOISE/NUISANCE

All persons should be aware of their neighbors right to peace and quiet at all times of the day. Persons working night shifts also have the right to expect a relatively quiet atmosphere. Please be considerate of your neighbors.

1. Quiet hours are observed between the hours of 11:00pm and 7:00am. During these hours, there shall be no disturbing noises in common areas, nor coming from individual units, that disrupts or interferes with the quiet enjoyment of others.
2. Clothes washing/drying should be kept to a minimum during quiet hours.
3. Vehicle radios must not be audible outside of the vehicle while on property.
4. Examples of noise/nuisance include, but are not limited to:
 - i. noisy, smoky, or off-highway vehicles,
 - ii. barking pets,
 - iii. odors due to pet waste on patios or left anywhere outside of the receptacles on property,
 - iv. any violation of NRS 116.31184 (threats/harassment),
 - v. exceeding the 10-mph property speed limit,
 - vi. road-raging with other drivers while on property,
 - vii. driving on the wrong side of the road (unless to safely pass a pedestrian/cyclist or project in the roadway),
 - viii. littering anywhere on the premises (including throwing cigarettes on the ground).

5. Reasonable exceptions to this Article may include unavoidable noise associated with professional or personal maintenance/construction. Such construction work must cease during quiet hours.
6. Interfering with DCV-contracted vendors or maintenance employees is strictly prohibited. Contact property management with any concerns.
7. Do not turn off water to the building without notifying all units, first. A planned outage for a standard plumbing repair shall require a minimum 24-hour posting on each door. An active flood shall require immediate notification to property management and the water should be turned off immediately (you still must notify all units as soon as possible).
8. Window air conditioners and window vent fans are prohibited.

ARTICLE XV - OUTDOOR COOKING DEVICES

1. Charcoal burners and other open flame cooking devices, including electric barbecues that produce open flames, shall not be located above the first story, operated on combustible balconies, or within 10 feet of combustible construction. (CCFD code 308.1.4)
2. Cooking devices may not be used within 10 feet of any vehicle.
3. Cooking devices may be stored under the stairs or on your patio when not in use, after completely cooled.
4. Outdoor cooking devices are prohibited from being used on all exclusive use and restricted use common area (see Article VI for definitions), as these areas are too close to the structure.
5. A hooked-up water hose of sufficient length, or a fire extinguisher, must be nearby for emergency from the time the device is turned on until the device is turned off and cool enough to be touched.
6. Fire pits and bon fires are strictly prohibited.

ARTICLE XVI - ASSOCIATION MONTHLY ASSESSMENT (DUES)

1. As required by the DCV CC&R's and By-Laws, the BOD is required, once each year, to present a budget to the owners. This budget covers the maintenance and operational expenses of DCV and a reserve fund for future repairs and replacement of components. The budget is then divided equally among all owners. This is known as an assessment and is further divided into twelve equal monthly payments. Each owner is responsible to pay all monthly assessments and fines.
2. Assessments are due on the first (1st) day of each month and become delinquent if not paid within 30 days. A fee will be assessed for late payments. The entire Assessment Collection Policy may be obtained from property management. All payments go to the property management company. The BOD cannot accept payments.

ARTICLE XVII – EXTERIOR LIGHTING

1. Each unit within DCV that is located on the ground floor of the building shall, from dusk until dawn, illuminate all exterior lighting at each porch.
2. In lieu of constant illumination during these hours, the unit owner may choose to operate a motion-detecting light fixture. If a gate, or other object, blocks motion detection, the light must be constantly illuminated as described in Section 1 of this Article.

ARTICLE XVIII – LANDLORDS AND TENANTS

1. Landlords are responsible for the actions of their tenants. Violations, fines, or damages to the common areas/amenities are the direct responsibility of the property owner.
2. Tenants are required to follow the same rules and regulations as the homeowners.
3. It is the landlord's responsibility to provide a copy of this document to their tenant(s).

ARTICLE XIX – LEASE/RENTAL DEFINITION AND LEASE REQUIREMENTS

1. Leasing/renting, or any similar term or combination thereof shall mean, for the purpose or interpretation of the CC&Rs and rules, any oral or written agreement, arrangement, or any similar terms or combination thereof, for the use and/or occupancy of a condominium by individual(s) other than the owner, whether rent monies or other compensation is paid or not. The term

“Owner” shall mean the recorded owner(s) as defined in CC&R Article 1, Section 1.23, which is on record with the Clark County Recorder’s office. Therefore, such agreements such as Contract for Deed, Lease to Own, Lease Purchase, or any similar arrangements are, by definition, deemed to be rentals or leases and are strictly prohibited (unless approval is obtained pursuant to CC&R Article X, Section 10.2).

2. There are 36 possible legal-rental units available in DCV at any one time. Subject to our rental waiting list, any owner who becomes legally eligible to lease one of these units will be subject to the same rules as any other owner.
3. Hardship rentals (CC&R 10.2[d]) that are granted by the BOD will be subject to the limitation set forth in subsection 2 of this Article and are subject to BOD review every 12 months. Hardship rentals are subject to the limitations in section 2 of this article. A hardship that is approved by the BOD will only place the owner at the top of the list; it will not create an exemption to the 36 rental-unit limit.
4. Month-to-month rentals are not permitted. Lease agreements of less than 12 months are not permitted. Owner must submit a copy of a new lease agreement to management, which complies with these rules, every time the current lease expires.
5. An active lease agreement, which includes a termination date, must be on file with property management at all times. If a lease is extended beyond the date of termination, a new lease must be completed and submitted to property management within the prescribed timeframes in Article 10.2, CC&R.
6. An approved rental must be leased within 90 days of vacancy, or 90 days from approval for leasing, to retain its legal-rental status, unless an extension is approved at a hearing before the BOD. The term of vacancy shall be defined by the number of days since the termination date of the most recent lease agreement on file with property management.

ARTICLE XX – OWNER OCCUPIED: IMMEDIATE FAMILY MEMBERS

1. Use and/or occupancy of condominiums purchased by parents for use by their children (including stepchildren or grandchildren) is not included in the definition of Lease/Rental provided by Article XIX of these rules.
2. Use and/or occupancy of condominiums purchased by children (including stepchildren and grandchildren) for use by their parents as a permanent residence is not included in the definition of Lease/Rental provided by Article XIX of these rules.
3. Use and/or occupancy of condominiums purchased by brother/sister for use by their brother/sister as a permanent residence is not included in the definition of Lease/Rental provided by Article XIX of these rules.
4. Units purchased in a manner defined by subsections 1-3 above will be exempt from the CC&Rs, Article X, Section 10.2, as they are considered owner occupied.

ARTICLE XXI – FIREWORKS

1. Fireworks of any type are prohibited anywhere in the community.

ARTICLE XXII – {THIS ARTICLE IS BEING RESERVED FOR FUTURE USE}

ARTICLE XXIII - OWNER MAINTENANCE AND RESPONSIBILITY OF LIVING UNIT

(during revisions, must remain numbered as Article XXIII, per CC&R Article 5.1)

1. This article clarifies CC&R Article V, Section 5.1 (Owner Maintenance of Living Unit), as authorized by that same section.
2. Each owner of a condominium within DCV shall be responsible for the maintenance and repair of the doors/windows enclosing the living unit, the interior of the living unit including all drywall and cabinetry, all appliances (both gas and electric), all plumbing fixtures, heating and air conditioning equipment that services the unit (whether built in or free standing), ductwork and A/C condensation lines, all electrical wiring beyond the breaker panel (including the breaker panel itself) and associated connections, panels and fixtures, all plumbing lines that exclusively service

the unit, all natural gas lines that exclusively service the unit, all television lines, cables, and connections that exclusively service the unit, all phone lines and connections that exclusively service the unit, and shall make repairs as the BOD deems necessary to preserve the attractive appearance and protect the value thereof.

3. Any pipe that is shared by two (2) or more units (whether service or drainage) will be DCV responsibility. Any damage caused by the leak, and not covered by insurance, will be paid by DCV (either from reserve or from insurance, whichever is applicable) ONLY IF THE OWNER NOTIFIES PROPERTY MANAGEMENT IMMEDIATELY UPON DISCOVERY.
4. Any leaking pipe that services a single unit, and is under the slab (foundation), shall be immediately reported to the property manager upon discovery. THE SLAB, AND ALL PIPES BELOW THE SLAB, ARE DCV RESPONSIBILITY, except where the damaged is found to have resulted from owner negligence. Where DCV is responsible for repairing the leak, DCV will be responsible to restore any flooring that was removed in order to access and repair the leak, and DCV will restore the flooring to its original condition, or similar if materials are unavailable. DCV will not be responsible for the difference between the cost of replacing the floor to its original condition and any upgrades which the owner may claim to have existed.
5. Owners, tenants, or any other occupants of a unit shall immediately notify property management of:
 - a. Any broken or leaking water pipes, toilets, washing machines, or water heaters or fixtures.
 - b. Any water intrusion into the unit from roofs, windows, or doors,
 - c. Any other issues regarding water which may cause damage that affects the common elements.
6. Failure to notify property management of any water problem, which results in more damage than would have occurred had property management been notified, may result in additional damage charges to the owner, regardless of whether the leak/intrusion, or other water issue, was the responsibility of the owner or DCV.