

Grand Canyon Villas III HOA
Rules and Regulations

ARTICLE III

PROHIBITIVE AND MANDATORY USE RESTRICTIONS

Section 11.1 Single Family Residences.

Each lot shall be used as a residence for a single family and for no other purposes. All persons possessing an ownership or possessory interest in a lot are subject to and are required to abide by the provisions of the Declaration, the Articles, the Bylaws, and the Rules and Regulations.

(a) No gainful occupation, profession, trade, or other non-residential use shall be conducted on any of the project. No residence owned by any person, other than a residence owned by declarant during the period of time that a declarant is offering residences for sale in the project and as permitted by the Act, may be used for transient commercial use as a defined act.

(b) No garage shall be used for a living area or exclusively used as storage space or used for purposes other than those normally attendant to a garage. No residence or portion thereof, shall be used as a hotel, dormitory or rooming house or be leased or rented for a period shorter than ninety (90) days.

(c) A copy of any lease or sublease must be furnished to the board within thirty (30) days of its execution. All leases and subleases must provide that the lessees and sub lessees shall be bound by and obligated to comply with the provisions of the Association's governing documents and that the Association may enforce the provisions of said documents against the lessees/sub lessees, as well as the property owner. All Owners who intend to lease or rent out their residences must provide copies of the Association's Cars, Bylaws, Articles of Incorporation, and the Rules and Regulations to any lessee or sub lessee before commencement of said lease/sublease.

(d) Only two yard/garage sales are permitted per year Association. They will take place in April and October. Yards sales are to last one weekend only and are not to be of a permanent nature.

Section 11.2 Utility Service

(a) No lines, wires or other devices for the transmission of electric current or power, including without limitation, telephone, shall be erected and placed or maintained anywhere in or upon any lot unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures as approved by the ARC. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of building or structures approved by the ARC.

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Section 11.3 Improvements and Alterations.

No improvements, alterations, repairs, painting, excavation or other work which in any way alters the exterior appearance of any lot or improvements located thereon from its natural or improved state existing on the date such lot was first conveyed or transferred by Declarant to a public purchaser shall be made or done without the prior written approval of the ARC. No carport or garage may be converted to finished space for use as an apartment or other integral part of living area on any lot without the prior approval of the ARC. Pursuant to its rule making power, the ARC shall establish a procedure for the preparation, submission, and determination of applications for any such alteration or improvement. The ARC shall have the right to refuse any plans or specifications or grading plans which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and grading plans, and without any limitation of the foregoing, it shall have the right to take into conservation the suitability of the proposed building or other structure, and the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surrounding and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring lots. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme and building materials, shall be subject to the prior approval of the ARC. No changes or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the ARC. All decisions of the ARC shall be final and no owner or other parties shall have recourse against the ARC or any of its members for or with respect to any decision made in good faith. Notwithstanding anything contained in the restrictions and unless otherwise permitted by applicable law, there shall be no covenant, restriction or condition that prohibits or unreasonably restricts any owner from using a system for obtaining solar energy. “Unreasonably restricting the use of a system for obtaining solar energy” shall mean placing a restriction or requirement on the use of such a system which significantly decreases the efficiency or performance of the system and does not allow the use of an alternative system at a comparable cost and comparable efficiency and performance.

Section 11.4 Overhangs

No tree, shrub, or planting of any kind on any lot shall be allowed to overhang or to otherwise encroach upon any other lot.

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Section 11.5 Utility Easements

There is hereby created a blanket easement upon , across and under the project for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines or systems, including, but not limited to, water, sewers, gas, telephones, electricity, street lights, television cable or communication lines and systems, etc. By virtue of this easement, it shall be expressly

3.2 Parking and Vehicular Restrictions. No owner shall park, store or keep within the property any inoperable or commercial type vehicle unless said inoperable or commercial vehicle can be stored in the garage of the lot. No owner shall park, store or keep any vehicle in any area on the lot except for the driveway, garage or streets. If an owner chooses to park, store or keep a vehicle on the streets, the Owner is responsible for ensuring that all applicable statutes, regulations and ordinances are complied with. The board shall have the power to enforce all parking and vehicle use restrictions applicable to the property, including the power to remove violating vehicles from any property to the extent permitted by applicable law.

(a) Recreational Vehicles (“RVs”), motor homes, travel trailers, campers, water craft and similar vehicles may only be parked within the community when stored within a garage or within a structure that is part of the residence original constructed by the original builder or approved by the Architectural Review Committee for the express purpose of parking a recreation vehicle. Such structure must have a façade with a garage-style door and a roofline, or which blocks the vehicle from view of the street, loading, unloading and making emergency repairs which shall not extend beyond forty eight (48) hours.

(b) Prohibited vehicles (include stake bed trucks, tank trucks, dump trucks, step vans, buses and vans designed to accommodate more than ten (10) people, vehicles having more than two axles, trailers, inoperable vehicles, aircraft, non-authorized recreational vehicles or other similar vehicles or vehicles deemed a nuisance by the Board of Directors) may not be parked within the community, or stored or kept on any street within the community, except for brief periods of loading, unloading, making deliveries or emergency repairs, except when parked in a resident’s fully-enclosed garage with the door closed.

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(c) There shall be no on street parking between the hours of 11:00 p.m. to 6:00 a.m. except for vehicles displaying authorized placards.

(d) All vehicles' in the community shall be operable and display currently-registered license plates. Any inoperable vehicles parked in the street will be subject to towing.

(e). All persons operating motorized vehicles must possess a valid driver's license. This includes all automobiles, power wheels, mopeds, go carts, three-wheel ATVs, scooters and any other like vehicle.

3.3 Nuisances. No rubbish or debris of any kind shall be placed to accumulate anywhere within the property, and no odor shall be permitted to arise there from so as to render the property or a portion thereof unsanitary, unsightly, or offensive. No noise or other nuisance shall be permitted to exist or operate upon any portion of a lot as to be offensive or detrimental to any other lot in the property or to its occupants.

(a) No noise or other nuisance shall be permitted so as to be offensive or detrimental to any other resident.

(b) No exterior speakers, horns, whistles, bells or other sound devices, noisy or smoky vehicles, large power equipment, large power tools, unlicensed off-road motor vehicles or other similar items which may unreasonably disturb other residents shall be located, used or placed within the community.

(c) Alarm devices used exclusively to protect the security of a home and its contents shall be permitted provided that such devices do not produce annoying sounds or conditions as a result of frequently occurring false alarms.

(d). No clothing or household fabric shall be hung, aired or dried in a manner that is visible from any street within the community.

(e) Aluminum foil, newspaper, paint, reflecting tint or any other similar materials are not permitted for window coverings and the backing of draperies. Window coverings must be a solid color that either matches or coordinates with the exterior color of the residence.

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(F) Landscaping visible from the street or and adjacent property must be maintained in a manicured manner. Trees, shrubs, ground cover and grass, and the like that is dead or dying must be promptly replaced with like kind.

(I) All bicycles, tricycles, scooters, skateboards, basketball hoops and other play equipment, wading pools, baby strollers, swing sets and similar items shall be stored so as not to be visible from the street.

(j) No residence shall be used, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending or other such non-residential purposes. This shall not preclude a resident who is engaged in individual professional work (e.g., accountant, bookkeeper, etc.) from operating a home office provided that the office is incidental to the use of the property as a residence, and that the resident does not solicit or invite the public to the residence as part of his or her regular business activity.

(k) No obnoxious noise or other nuisance shall be permitted to exist or operate upon any portion of a lot or common area so as to be offensive or detrimental to any other member or resident.

(l) The only common household pets are allowed. At any one time the total number of household pets shall not exceed four (4) and the total number of any one (1) species shall not exceed two (2).

(m) Animals. Such as livestock or poultry of any kind shall not be raised, bred or kept on any lot within the Association. All such pets must be registered with the Association and /or county.

(n) All pets must be kept in an enclosed area or on a leash not to exceed six feet (6') in length held by a person capable of controlling the animal. Pets should not be left unattended in the common areas. Residents walking dogs or other animals shall clean up pet feces immediately. Pet owners shall keep their properties clean and free of animal waste so that no offensive or unhealthy condition exists.

(o) Barking or whining pets must be controlled so as not to interfere with the rights of others. The Association may remove any pet from the community which in the discretion of the Board of Directors constitutes a nuisance.

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(p) Residents are liable for any damage or unreasonable noise caused to a person or to the Association by their pets, those of their residents, tenants or guests.

(q) All pets must be properly licensed and have current identification and/or vaccination tags.

(r) Any person who keeps an animal, insect or reptile within the community shall fully indemnify and defend, and hold harmless, the Association, its directors, officers, managers, agents and employees from any claim for personal injury or property damage.

3.4 Signs. No sign, poster, billboard, advertising device or other display of any kind shall be displayed, except the owner or resident may place one (1) customary and reasonable “for sale” or “for lease” sign on the lot. No larger than two (2) feet by two (2) feet. Any other signage shall require Board approval.

(a) No signs may be installed on any common area, including but not limited to mail boxes and street lights, except for those traffic signs which are approved by the Board.

(b) Christmas decorations and lights are permitted as temporary signs and may be put up no sooner than thirty (30) days prior to Christmas, and must be removed within thirty (30) days after Christmas.

3.5 Unsightly Articles No unsightly articles, including clotheslines, shall be permitted to remain on any lot so as to be visible from neighboring property. Without limiting the generality of the foregoing, refuse, garbage and trash shall be kept at all times in covered, sanitary containers or enclosed areas designed for such purpose. Such containers shall be exposed to view from neighboring lots only when set out for a reasonable period of time (not to exceed twelve (12) hours before and after scheduled trash collection hours).

a. Satellite Dishes/Antennas. Residents are prohibited from installing any satellite dish or antenna on the exterior of a home or on any Lot for any purpose except for those which applications are reviewed and approved by the Architectural Design Committee prior to installation.

3.6 No further subdivision. No lot may be subdivided without prior written approval of the Board; provided, however, that nothing in this section shall be deemed to prevent an owner from, or require the

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approval of the Board for: (1) selling a lot; or (2) transferring or selling any lot to more than one (1) person to be held by them as tenants in common, joints tenants, tenants by the entirety or as community property; or (3) the leasing or renting by any owner of all of his lot , provided that any such lease or rental shall be subject to this Declaration.

3.7 Drainage. All slopes and patios on lots shall be maintained so as to prevent erosion or drainage to adjacent lots.

3.8 Boundary Walls. Each boundary wall, including party walls, built as a part of the original construction, or subsequently built on the dividing line between lots, shall constitute a boundary wall, and the owner of each lot shall have joint use, and when not inconsistent with this Article, the rules of law as to the rights and liabilities regarding boundary walls shall apply. The cost of reasonable repair and maintenance of party walls shall be shared by the owners who use such wall proportion to such use (e.g., if the party wall is the boundary between two owners, then such owner shall bear half of such cost). If a party wall is destroyed or damaged by fire or other casualty, any owner whose lot has use of the wall may restore it, and any other owner whose lot makes use of the wall shall contribute to the cost of restoration thereof in proportion to such use. The foregoing shall not prejudice the right of any such owner to call for a larger contribution from another owner pursuant to any rule of law regarding liability for negligent or willful acts or omissions. Any dispute relating to a boundary wall shall, at the option of any affected owner, be subject to arbitration before the board.

3.9 Maintenance and repair. The owner of each lot and improvements shall maintain such property in a clean and orderly manner, in a good condition and state of repair, and adequately painted or otherwise finished, all at such owner's sole cost and expense. No building, structure, or other improvement within the project shall be permitted to fall into disrepair.

(a) No rubbish, brush, weeds, undergrowth, or debris of any kind or character shall be placed or permitted to accumulate anywhere on a Lot so as to render it as a fire hazard, unsanitary, unsightly, offensive or detrimental to any other real property within the community, or to any occupants thereof.

(c) Residents shall promptly remove and dispose in a sanitary

(b) Common Elements shall not be obstructed nor shall any resident keep or store personal property on the Common Elements except for the temporary parking of vehicles in

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accordance with the Association's governing documents. Manner all animal waste and droppings on the Common Elements.

3.10 Maintenance Violations.

3.10.1 Maintenance Violation notice. If any owner allows, permits or causes any condition to exist on or within such owner's lot or any of the common elements, as the case may be, or the improvements thereon, which violates the provisions Article III of this Declaration or, in the sole reasonable discretion of the Board, is unsightly, unsanitary, or hazardous(including but not limited to, a condition which causes dust to carry to another lot) (herein collectively "Maintenance Violation Notice"), specifying the nature of the maintenance violation and a reasonable time period within which the owner(s) must correct such maintenance violation, as the board determines is reasonable required, which cure period shall be no less than thirty (30) days, In the event that the board fails to give a maintenance violation notice to a owner who has defaulted in its maintenance obligation hereunder, the upon the filing with the board of a meritorious written complaint (herein " owner complaint") executed by the owners of any two (2) lots within the project, the board shall have the obligation to give such a Maintenance Violation Notice.

3.10.2 Owner's right to file an objection; hearing panel; arbitration. The owner to whom a maintenance violation notice is given shall have the right to file a written objection thereto with the Secretary of the Association within ten (10) days after such Owner is deemed to have received such Maintenance violation notice. In the event such an objection is filed, and within thirty 30 (thirty) days after the objection is filed, the board may elect either (i) to convene a hearing panel (defined below) or (ii) submit the matter to binding arbitration pursuant to the provisions of Chapter 38 of the Nevada Revised statutes.