

# Heritage Estates Homeowner's Association

## Rules and Regulations

Adopted by the Board of Directors on 7-22-2013

The following Rules and Regulations, adopted by The Board of Directors, are intended as a quick reference guide to help familiarize Heritage Estates Owners and Residents with the community's rules, regulations, and governing documents. It is not a complete listing of all restrictions as contained in the governing documents. The governing documents consist of the Covenants, Conditions and Restrictions (CC&R's); Articles of Incorporation; and By Laws of the Association. These documents were provided to each homeowner when their home was purchased.

Compliance with these rules and regulations is mandatory for all owners, residents and guests. It is the property owner's responsibility to inform all guests and tenants of these rules and regulations. Any failure by the Board of Directors, its officers, employees or agents, to proceed with remedies available for breach of these Rules and Regulations shall in no way constitute a waiver to do so at any time in the future. All violations of the Rules and Regulations being reported to the Management Company must be in writing and addressed to the Board of Directors.

### 1. COMMON AREA

- A. No activity is permitted which would damage or deface the grounds, walkways and improvements in the common areas. This includes the destruction of grass, shrubs, trees, sprinklers, light fixtures, walls, gates, ect. Individuals who are responsible for such damage to Association property will be assessed for full reimbursement to the Association for all expenses incurred in the replacement or restoration of damaged items.
- B. Children are not allowed to play on the gates or in the common areas where flowerbeds, shrubs, rocks and other landscape materials are located.
- C. No litter of the common area is allowed.
- D. No garbage, trash, junk, motorcycles, bicycles, toys or anything that creates an unkempt or cluttered appearance is permitted in the common areas. All refuse must be deposited in garbage receptacles.
- E. No illegal fireworks are allowed in the community at any time. "Safe & Sane" fireworks are allowed on July 4<sup>th</sup> only and must not be set off after 11:59pm. Safe & Sane fireworks are not allowed to be set off in the community on any other day of the year but July 4<sup>th</sup>. Illegal fireworks are considered a Health & Safety violation and will be fined up to \$1,000 should they be ignited. Any damage done to the common area by the fireworks will be the responsibility of the homeowner to repair or the association will make the repairs and charge the amount of the repairs back to the homeowner. Should the homeowner decide to make the repairs at his/her own expense the contractor/vendor used to perform the work must be approved by the Board of Directors and must be licensed and insured. Unpaid Health & Safety violation fines can and will be liened and foreclosed upon.

### 2. PARKING

- A. On street parking shall be used exclusively for the parking of guest passenger automobiles and/or motorcycles.
- B. Owners and residents shall park all vehicles owned, operated or under the control of a resident or owner in their driveway or garage; and all garages shall be kept closed at all times except as reasonably required for entering and exiting the garage or when yard work or other work in the garage is in progress.
- C. No owner, resident or guest shall conduct repairs, maintenance, overhaul or restorations of any motor vehicle, boat, trailer, aircraft, or other vehicle upon any portion of their property or elsewhere within the community except for emergency repairs which shall be performed wholly within the garage with the garage door shut.
- D. No owner or resident shall permit the parking of a guest's vehicle anywhere within the community except when said vehicle has displayed an authorized guest parking tag that is easily visible from the front window of the vehicle. No guest vehicle may be parked within the community for a period greater than five (5) days without obtaining prior written approval of the Board through the management company.
- E. No owner, resident, or guest shall park, store or keep anywhere in the community any large commercial type vehicle (including, but not limited to, any dump truck, cement mixer, truck, fuel truck, truck used to carry equipment or material related to commercial use, semi tractor and trailers, or delivery truck) with the exception of trucks up to ¾ ton when used for daily transportation and parked in accordance with these rules and regulations.
- F. Recreational vehicles, which shall include but not be limited to RV's, cameras, camp trailers, motor homes, boats, trailers, trailer coaches, jet skis, aircraft and mobile homes, shall be parked in garages, with the door closed at all times, except as reasonably required for entering and exiting; or, they may be parked in the side portion of an owners backyard provided the recreational vehicle is not visible from the street or abutting on or within a Nevada Power Easement.
- G. No owner, resident or guest shall park, store or keep anywhere in the community any unregistered or inoperable vehicle.
- H. No vehicle shall be left on blocks or jacks or stored for a period greater than 10 days except wholly within an owners garage with the garage door closed at all times, except as reasonably required for entering and exiting.
- I. No owner, resident or guest shall operate a vehicle within the community in a careless or reckless manner, and shall observe all posted speed limits when operating a vehicle within the community.
- J. No trailer, camper, motor home, recreational vehicle or other temporary structure shall be used a residence for either temporary or permanent purposes.
- K. Violations of the parking policy are subject to towing and/or fine at the discretion of the Board of Directors.
- L. Garages shall be primarily used for the purpose of parking vehicles and shall be maintained to provide for parking of their number of vehicles for which the garage was originally constructed.

### 3. MAINTENANCE OF HOMES

- A. Each owner is responsible for maintaining all lighting installed on the exterior of their home and all streetlights installed on their property in a good and operable condition.
- B. Each owner is responsible for the maintenance, repair, replacement and watering of all landscaping on their property and shall keep all landscaping maintained in good condition.
- C. Any landscape or hardscape materials from an owner's property which are blown, thrown or otherwise moved to the street or any other owner's property shall be promptly removed from the street or their neighbor's property.
- D. No vegetation or other obstruction shall be planted, constructed or maintained on any property in such a location or of such a height as to reasonably obstruct the view from another resident. Each owner or resident shall be responsible for the periodic trimming, pruning or thinning of all hedges, shrubs, and/or trees on their property so as not unreasonably obstruct the view of other residents.
- E. No owner or resident shall interfere in any manner with the drainage which exists at any property at the time the property is conveyed to the owner by the builder or another owner.
- F. Each home shall be used exclusively for single-family residential purposes and shall not be used, directly or indirectly, for any business or commercial, manufacturing, mercantile, storage or vending purpose except for administrative occupational use which has been duly approved by governmental ordinances as a customary home occupation. Resident must comply with all permit and licensing requirements of city, state or county ordinances. Further said use of the home must be incidental to the use of the home as a residence.
- G. No basketball backboard or other sports apparatus shall be constructed or maintained on a street, walkway, front or side yard.
- H. Holiday decorations which may be viewed from other portions of the community may not be installed prior to one week before any national holiday and must be removed no later than one week after said holiday. However, winter holiday decorations may be displayed from November 15 through January 15 for any single winter season.
- I. All household trash must be kept in a refuse container manufactured for that purpose and shall not be stored or kept where visible from any other portion of the community except when placed outside for trash removal. Trash containers may remain at the curb no more than 12 hours before or after a scheduled pickup.
- J. No owner or resident shall permit anything to be done or kept in his or her property or on the common areas which may result in any increase of fire insurance premiums or the cancellation of insurance on any part of the community, or which would be a violation of law.
- K. No sign, poster or billboard, advertising device or the display of any kind shall be displayed to the public view from any part of the community except for 1 sign per lot no larger than 24' square with the lower edge of the sign position no higher than 30' above ground level, advertising the home for sale or rent. Home security signs are allowed.
- L. No noxious, or offensive activity shall be carried on, nor shall any outside lighting or loudspeakers or other sound producing devices be used which may be an annoyance or nuisance to any other owner or resident.
- M. Home security systems shall be monitored by phone only. No exterior alarm, horn or speaker may be installed.
- N. No sound producing instruments or devices shall be operated, either outside or inside any home that is audible anywhere else within the community that is above a normal conversation level
- O. No in-ground flagpoles are permitted. Temporary flagpoles, not exceeding four (4) feet in length, may be permitted in the front yard portions of lots subject to ARC review and Board approval for displays.
- P. No unsightly articles, including, but not limited to, clothes, clotheslines, sheets, blankets, laundry of any type, shall be hung or exposed anywhere in the community where they are visible from the street or any other part of the community.
- Q. Owners and residents shall keep their property clear of rubbish, debris, or any other materials that contribute to making the community unsightly. No debris, trash, toys, household, personal items or building materials shall be stored or kept anywhere in the community where visible from the street or from any other property in the community.
- R. Exterior fires are not permitted except for barbeque fires which do not create a fire hazard and that are contained within receptacles commercially designed for the purpose of barbecuing.
- S. No exterior radio, aerial television, aerial microwave antenna aerial or satellite dish, CB antenna or other antenna of any type shall be erected or maintained anywhere within the community where visible from any other portion of the community except for antennae or satellite dishes which are one meter or less in diameter and designed to receive direct broadcasts or video programming services when mounted within owner's property, and not attached to any of the walls and fences bounding the property, in the least conspicuous location which would allow an acceptable quality signal which, if visible from any other portion of the community, is screened from view so long as such screening does not unreasonably increase the cost of installation or lessen the quality of reception, and if mounted on a mast, the total height of the mast and satellite dish or antenna may not exceed the lesser of a height of twelve (12) feet or the height of the roof and must be set back from the boundary wall or fence on the property a distance equal to the total height of the installation.
- T. No owner or resident may install, or have installed, any ham radio anywhere within the community without specific prior written approval of the Board of Directors, and only then with the unanimous prior written consent of all owners of all homes within a 500 foot radius of the spot the ham radio antenna is to be located.
- U. No owner or resident shall install, or have installed, any electrical or telephone wiring to the exterior of their home without the express prior written approval of the Board of Directors.
- V. Owners shall maintain the exterior of their home and all boundary walls and fences in a neat, sanitary and attractive condition.
- W. No owner or resident shall make any modification to their home or property which may change the appearance of the common elements or the exterior appearance of their home or property without the specific prior written approval of the Board of Directors.

- X. Unless approved in writing by the Board of directors, no tent, shed, shack or other temporary or portable building, improvement or structure shall be placed upon any portion of the community.
- Y. Fireworks that are strictly prohibited by County or State Laws are not permitted within the community at any time. Any debris from the permitted fireworks must be immediately picked up and properly disposed of. If the fireworks or other elements of the fireworks cause damage to a neighboring property, vehicle or any portion of the common areas, the homeowner will be responsible for all cost incurred for the damages.

#### **4. LEASED OR RENTED UNITS**

- A. No home or lot shall be rented for less than six (6) months and said lease shall be in writing.
- B. All leases shall expressly provide that all tenants are bound by the CC&R's and shall contain a written acknowledgment from each tenant as to receipt of the CC&R's.
- C. A copy of any lease shall be provided to the Management Company upon initiation and/or extension.
- D. Only homeowners of record may vote on Association business.

#### **5. ARCHITECTURAL MODIFICATIONS AND APPLICATION PROCEDURE**

- A. No construction, alteration, removal, decoration, redecoration or reconstruction of any residence, property or landscaping within the community or removal of any tree, shall be commenced or maintained by an owner or resident until the plans and specifications showing the nature, kind, shape, height, width, color, materials and location of the same is submitted and approved in writing by the Board of Directors. Any residence, fence or wall may be painted without review as long as it is repainted the identical color that it was last painted. Further, by resolution of the Board, sunscreens may be installed without application providing the color and design of the sunscreens match the house and the blend in with the design of the community.
- B. All architectural modification applications shall be sent to the Board of Directors in care of the Management Company. The application, including plans and specifications, will not be returned to the owner and will become a part of the owner's file that is maintained by the Association.
- C. All applications shall include all necessary floor plans, site plans, drainage plans, landscaping plans, elevation drawings, and descriptions or samples of exterior materials and colors, neighboring owner approvals (when required) and copies of required building permits.
- D. Any ARC application shall be deemed approved, unless written disapproval or a request for additional information or material is sent to the applicant within forty-five (45) days.
- E. The Board of Directors may postpone approval, which shall extend the 45-day approval period until the owner has provided any additional details in plans and specifications requested.
- F. The Board of Directors may require the owner to furnish a bond or other security acceptable to the committee in an amount reasonably sufficient to assure the completion of the architectural modification and/or to remedy any nuisance or unsightly conditions occurring as a result of the project.
- G. No architectural modification approved by the Board of Directors shall be deemed to grant permission or authority of use of the completed modification for any purpose, stated or assumed, which conflicts with any rule or regulation or any provision of the Associations governing documents.
- H. All construction, alterations or other work approved by the Board of Directors shall be completed within 180 days (6 months) of the date on which the work begins.
- I. The Board of Directors, or its appointed representative, shall have the right to inspect and architectural modification, both during the work and at its conclusion. Such right of inspection shall terminate 60 days after receipt by the committee of written notice by the owner that the architectural modification has been completed.
- J. Should the Board of Directors, or its appointed representative, find that an architectural modification has been made without the approval of the Board of Directors or not done in substantial compliance with the approved plans and specifications, it shall, within sixty (60) days from the inspection notify the owner in writing of the owners failure to comply, specifying the particulars of noncompliance. The Board of Directors shall then have the authority to require the owner to take necessary action to remedy the item or items reported to be in noncompliance.
- K. If upon sixty (60) days from the date of notification of noncompliance, the owner has failed to remedy such noncompliance, upon notice and hearing, the Board of Directors shall provide written notice to the owner to remedy or remove the same within a period of not more than 45 days from the date the notice is given to the owner. If the owner does not comply within that period, the Board of Directors shall provide written notice to the owner to remedy or REMOVE the same within a period of not more than 45 days from the date the notice is given to the owner. If the owner does not comply within that period, the Board of Directors, may record a notice of noncompliance and commence a lawsuit for damages or injunctive relief to remedy the noncompliance, and in addition may peacefully remedy the noncompliance. The owner shall reimburse the Association, upon demand, for all expenses, including reasonable attorney fees, incurred in connection with any actions taken by the Board to enforce compliance or remedy any noncompliance.

#### **6. PETS**

- A. No animals, fowl, reptiles, poultry, fish, insects or any other type of wildlife shall be raised, bred, or kept within the community; except, no more than two (2) COMMON HOUSEHOLD PETS may be kept within a residence. No animal may be kept, raised or bred for commercial purposes.
- B. Owners and residents shall be responsible for cleaning up any excrement or other unclean or unsanitary condition caused by their animal anywhere within the community. All owners and residents shall remove any animal wastes from their front and backyards daily.

- C. All animals must be kept on a leash under control of a responsible person at anytime the animals outside of their home, which shall include any unfenced area of the owner or resident's property.
- D. No owner or resident may allow their animal to make excessive noises such as barking or engage in any activity that causes a nuisance or is an annoyance to other owners and residents.

**7. FINES**

- A. Unless otherwise listed below, each violation of the rules (and CC&R's in their entirety), may result in a fine up to \$100.00. Recurring violations of the same rule or section of the CC&R's are subject to an ongoing fine every seven (7) days at the discretion of the Board of Directors, without notice or opportunity to be heard.
- B. Fines are levied against owner of the unit and must be paid within thirty (30) days of notification or legal action may be taken at the owner's expense.
- C. The identity of persons reporting the violations will be held in confidence by the Board of Directors and its agents, except as directed by civil authorities.
- D. No fine will be levied until owner has been given adequate notice of hearing.

**FINE SCHEDULE**

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| Common Area Damage         | \$100.00 (plus cost to repair)                           |
| Health & Safety Violations | \$100.00 - \$1,000.00 depending on severity of violation |

**8. DELINQUENT ASSESSMENT COLLECTION**

- A. Annual assessments are due and payable in twelve (12) equal month installments. Payments are due prior to the first day of each month.
- B. Upon the fifteenth (15<sup>th</sup>) day of delinquency for a Common Assessment or Special Assessment, a 15% late fee shall be charged to the owners account.
- C. Upon the thirtieth (30<sup>th</sup>) day of delinquency for a Common Assessment or Special Assessment, interest at a rate of 12% per annum, from the due date of the delinquent assessment, shall e charged to the owners account.
- D. If the owner's account has not been brought current by the end of the calendar month for which the assessment is delinquent, a late notice stating the amount of the assessment and interest shall be sent to the owner by the managing agent.
- E. Upon 45 days of delinquency, or as soon as possible thereafter, intent to lien notice shall be sent to the owner via first class certified mail stating the amount of the assessment interest, cost and a deadline for satisfying the account prior to the filling of a lien. A \$50.00 administrative fee shall be charged to the owner's account for this notice.
- F. Upon 160 days of delinquency, or as soon as possible thereafter, at the express direction of the Board of Directors acting at a duly called meeting of the Board of Directors, the managing agent shall cause to be filed a lien against the owner's lot stating the amount of the assessment and interest, fees, cost (including attorney fees) and penalties, a description of the lot against which the assessment was made, and the name of the owner of record of the lot, signed and acknowledged by an officer of the Association, and shall send a Notice of Lien, containing the same information to the owner via US mail. All collection costs shall be borne by the owner of the lot.
- G. Upon one hundred twenty (120) days of delinquency, the Board may elect to purse foreclosure as provided in the Heritage Estates Homeowners Association Declaration of Covenants, Conditions and Restrictions and by Nevada State Law.