

RULES AND REGULATIONS
FOR
KENSINGTON AT PROVIDENCE
HOMEOWNERS' ASSOCIATION

AMENDED and RESTATED
EFFECTIVE MAY 1, 2014

PREAMBLE

The **KENSINGTON AT PROVIDENCE HOMEOWNERS' ASSOCIATION** strives to foster a good neighbor policy. Living in a Homeowners Association becomes a more pleasurable experience when all residents practice and encourage courteous communication, cooperation and thoughtfulness at home and when interacting with fellow residents. This is more likely to occur when all residents read and abide by all the Governing Documents.

The **KENSINGTON AT PROVIDENCE HOMEOWNERS' ASSOCIATION** has the duty, responsibility and authority to adopt and enforce the Rules and Regulations governing the conduct of owners, residents and their guest(s). These Rules and Regulations do not supersede the Governing Documents better known as the Articles of Incorporation, By-laws and the Covenants, Conditions, and Restrictions and Reservation of Easements (CC&R's). The Rules and Regulations are simply an additional Governing Document.

Unlike the CC&R's which are a recorded document that can only be amended with a vote of the membership, the Rules and Regulations are adopted by a majority vote of the Board and may be changed by the Board, provided a majority of the Board approve the proposed change. This allows the Board some flexibility so that they may respond to changing needs and circumstances within the community during its long life. However, the Rules and Regulations adopted by the Board must not conflict with the Governing Documents. The following Rules and Regulations were adopted *to help* 1) protect property values, 2) foster good neighbor practices, and 3) ensure that all members of the Association have a pleasant living environment in which to live. However, the homeowners and residents themselves are the ones who insure that

KENSINGTON AT PROVIDENCE HOMEOWNERS' ASSOCIATION evolves into a community they enjoy living in and are proud to call home. The Rules and Regulations are in addition to the CC&R's. For your convenience, we have indicated some of the sections of the CC&R's that relate to the Rules and Regulations. For complete information regarding covenants, conditions and restrictions in your community please always refer to your CC&R's.

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1. **ARCHITECTURAL REVIEW COMMITTEE (ARC) and ARCHITECTURAL REVIEW:**
No construction, alteration, grading, addition, excavation, removal, relocation, repainting, demolition, installation, modification, decoration, redecoration or reconstruction of an Improvement, including Dwelling and landscaping, shall be commenced or maintained by any Owner, until the homeowner has submitted his/her written ARC Application request to and received **written approval** from the ARC Committee. Please refer to the **KENSINGTON AT PROVIDENCE HOMEOWNERS' ASSOCIATION ARCHITECTURAL GUIDELINES, APPLICATION FORMS**, and your **CC&R's** for further details.
2. **BASKETBALL POLES AND BACKBOARDS (ALL TYPES INCLUDING PORTABLES):** Must receive prior written approval from the ARC.
3. **COMMON AREA/ELEMENTS:**
 - A) Homeowner who intentionally, negligently or through failure to properly maintain their property causes damage to the common area will be responsible for the repair or replacement or the cost of the repair or replacement. Should the homeowner's guest, family member, tenant or a resident living in the homeowner's residence cause the damage, the Homeowner is responsible for the repair, replacement or the cost of repair or replacement. *(Please see Section 2.6 of the CC&R's)*
 - B) Homeowners **cannot** make a change to the common area or common area amenities, including, but not limited to, the landscaping, irrigation, drainage, park equipment, lighting, or monuments.
4. **COMPLAINTS:** Must be submitted in writing to the Board of Directors in care of the Management Company. Written complaints may be mailed, faxed, or emailed to the Management Company at the following address:

Epic Association Management
8712 Spanish Ridge Ave
Las Vegas, NV 89148
Phone: (702) 767-9993
Email: general@epicamlv.com
- A) **PROCEDURES FOR FILING COMPLAINT:**
 - 1) The homeowner submitting the complaint must include their name and address and sign the complaint.
 - 2) In order for the Board to take appropriate action, the homeowner's written complaint must state:
 - a) Specific information as to item, event or situation that precipitated the complaint;
 - b) The exact location of the item or issue to be addressed (if in common area);
 - c) The address of the resident the homeowner believes is in violation of the governing documents, if alleging a neighbor has violated them;
 - 3) Complaints that are not signed or signed "Concerned Homeowner" will not be acted on.
5. **EXTERIOR LIGHTING:** Each homeowner must replace burnt out light bulbs with appropriate exterior bulbs on all exterior lighting including but not limited to, porch lighting, two (2) coach lights, address number light on your home.
6. **FIRES:** No exterior fires are allowed with the exception of such fire as may be reasonably necessary and solely used to prepare food on a barbecue grill. However, the barbecue grill must be located well away from the dwelling and overhangs and no barbecue shall be used in a garage.
7. **HOLIDAY DECORATIONS:** Holiday lighting and decorations installed on exterior of home do not need ARC approval. Holiday exterior decorations and lighting may be installed NO earlier than 30 days prior to each respective holiday and must be removed within 30 days of the end of the respective holiday.

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8. **LANDSCAPING:** Please refer to the ARC Guidelines for more information about requirements, restrictions and submittal.
- A) Homeowner must submit completed ARC Application for, and obtain approval of plans for **REAR YARD LANDSCAPING**, and complete installation of such landscaping within **six (6) months** from the close of escrow. *(Please see section 7.14 of the CC&R's)*
 - B) Each homeowner must maintain, trim, prune and thin all hedges, shrubs, and trees located on his Lot so as not to unreasonably obstruct the view from another Lot, and/or encroach upon streets, walkways and common areas.
 - C) Landscaping must be maintained in a neat, attractive and sanitary condition.
 - D) To help prevent and/or control water damage to foundations and/or walls, each Owner covenants by acceptance of a deed to his or her Lot, whether or not so stated in the deed, to not cause or permit spray irrigation water or sprinkler water or drainage on his or her Lot to spray, seep or flow onto, or to strike upon, any foundation, slab, side or other portion of Dwelling, walls (including, but not necessarily limited to, Party Wall and/or Perimeter Wall), and/or any other Improvement.
 - E) To prevent water damage to stucco, foundations, and block walls:
 - 1) **NO MOUNDING, NO GRASS, NO PLANT MATERIAL** and **NO SPRAY/POP UP SPRINKLER** irrigation is to be installed within **three (3) feet** of the block walls or home.
 - 2) All plant material must remain **eighteen (18) inches** away from any concrete paving.
 - 3) No landscaping can unreasonably obstruct the view from any other Unit. For all Sight Visibility Restriction Areas, the maximum height of all improvements including, but not necessarily limited to landscaping, must not exceed **twenty-four (24) inches** as set forth on the Plat. (Most Sight Visibility Restricted areas are located on corner lots).
 - F) **DRAINAGE:** Each owner must not interfere with, alter or impede the natural or established drainage on the property. Approval of plans granted by the ARC will be based upon the owner's assurance that he/she has not changed the drainage or has consulted with professionals to insure that positive drainage is maintained and that no alteration is being made that could potentially result in flooding or water damage. **THE HOMEOWNER IS SOLELY RESPONSIBLE FOR ANY RESULTING DAMAGE TO: 1) THEIR OWN PROPERTY (INCLUDING, BUT NOT LIMITED TO, DWELLING, FOUNDATION, BLOCK WALLS, LANDSCAPING, AND PERSONAL BELONGINGS), 2) THEIR NEIGHBORS' PROPERTY (INCLUDING, BUT NOT LIMITED TO, DWELLING, FOUNDATION, BLOCK WALLS, LANDSCAPING, AND PERSONAL BELONGINGS, AND 3) THE COMMON AREAS.**
9. **LEASING OR RENTING:** *(Please see Section 7.1 of the CC&R's)*
- A) The owner is responsible for actions of tenants, tenants' family, and tenants' guest(s).
 - B) The owner is responsible for supplying and reviewing with the tenants the governing documents of the Association.
 - C) The owner is responsible for the lease. The lease must be in writing and the term of the lease shall not be less than **6 months**.
 - D) The written lease shall provide that the lessee or sub-lessee and their family members and guests are subject to and bound by the Governing Documents of the Association.
10. **LOUD NOISE:** Radios, stereos, musical instruments, party activities, car horns and etc. shall be restricted at all times to a level that is not disturbing to other residents. Any disturbance of the peace should first be reported to the police department and may subsequently be reported to the Association.
11. **NUISANCES:** The Board of Directors shall, in its sole discretion, have the right to determine what shall reasonably constitute a nuisance. *(Please see Section 7.3 of the CC&R's)*
12. **ORDINANCES AND LAWS:** No action or condition may exist, that is in violation of any local, county, state or federal law or ordinance.

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13. DRIVING WITHIN THE COMMUNITY: Drivers are, at all times, must observe and obey any traffic control device within the community;

- A) Vehicles **MUST** come to a complete stop at all Stop Signs
- B) Must observe the community Speed Limit of 15 MPH

14. PARKING / ENFORCEMENT:

A) **VEHICLES AND PARKING:** *(Please see Section 7.2 of the CC&R's)*

- 1) Each Owner/Resident (Lessee) must submit to the HOA, a Vehicle Information Record, listing all registered motor vehicles regularly parked at its' residence. When a change to this record occurs, the Owner/Resident (Lessee) is required to resubmit a new Vehicle Information Record listing any and all changes. *(Please see appendix I)*
- 2) No recreational vehicles can be parked within the property unless the vehicle is parked in the garage with garage door closed. Recreational vehicles include, but are not limited to: motor homes, campers, camper units, trailer coaches, trailers, jet skis, ATV's, boats, aircraft, bus, and the like.
- 3) No owner, resident and/or tenant shall park, store or keep anywhere within the property, any large commercial type vehicles, (including but not limited to, any dump truck, cement mixer truck, oil or gas truck, or delivery truck).
Notwithstanding the foregoing, small or medium size commercial type vehicle, with prior Board approval, and when used for daily transportation will be allowed to park on the property.
- 4) No unregistered or unlicensed vehicles may be parked or stored on any street, access road, or driveway within the community. Any unregistered or unlicensed vehicle **MUST** be stored within the garage.
- 5) No repairs or restoration of any motor vehicles, (including but not limited to, automobiles, trucks, motorcycles, boats, aircraft, trailers), is permitted anywhere on the property. Except that one such motor vehicle can be restored or repaired provided the repair or restoration is done solely within the garage with the garage door closed. However, should the Board determine that the activity is nuisance; the Board may prohibit that activity entirely.
- 6) Street parking is prohibited in those areas that are;
 - a) Designated Fire Lane (red curb marking or signage)
 - b) Blocking ingress/egress to another owner's or resident's driveway
 - c) Within 5 feet on either side of a cluster mail box unit
 - d) At any street corner in a manner which restricts visibility
- 7) Garages shall not be used as living space.
- 8) Each Owner, Resident, and/or Tenant must park the following number of vehicles in the garage and/or driveway BEFORE parking on the street
 - a) For a 2 Car garage at least two(2) vehicles in the garage and/or driveway
 - b) For a 3 Car garage at least three(3) vehicles in the garage and/or driveway
- 9) Prior to parking on any street, each owner, resident, and/or tenant must obtain and submit an On-Street Parking Application and **Must** obtain prior approval from the Board of Directors.

B) **ENFORCEMENT:**

- 1) The Board of Directors shall, in its sole discretion, have the right to determine any action to be taken with regard to any violations by any Owner/Resident (Lessee) regarding vehicle parking. Failure of an Owner/Resident (Lessee) to follow the Parking Rules set forth in this section may be found Out of Compliance with these Rules and Regulations.

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15. **TOWING/BOOTING POLICY:**

- A) Improperly parked vehicles and unauthorized, unregistered, unlicensed vehicles of all types may be booted or towed at the owner's expense without any further notice. In addition to paying all booting, towing and impound fees, the Owner/Resident (Lessee) may be subject to fines imposed by the Board of Directors for any infraction of the Rules and Regulations related to vehicles and parking, in accordance with the CC&R's.
- B) Any vehicle which is parked or stored on any street for longer than **seventy-two (72) hours**, may be booted or towed at the Vehicle Owner's (Lessee's) expense. The Board of Directors may consider exceptions, if petitioned by the Owner (Lessee) of said vehicle in advance.

16. **PEACE DISTURBANCES/VIOLATIONS OF LAW:** Vandalism of homeowner's property, burglary, robbery, domestic violence, disturbances of the peace, curfew violations are all police matters and the affected resident is responsible for calling the police and registering a complaint and/or filing a report.

17. **PETS:** *(Please see Section 7.7 of the CC&R's):*

- A) No more than **TWO (2) pets** (*dogs, cats and/or other animals generally considered to be "indoor" household pets*), are permitted at each residence, provided that the keeping of such household pets may be prohibited or restricted by the Board, if it reasonably determines that such household animals constitute a nuisance.
- B) No animal can be kept, bred or maintained on the property for commercial purposes.
- C) Pets must be under the control of the owners and must be kept on a leash when in the common area or outside the enclosed rear yards.
- D) Pet owners are responsible for cleaning up after their pets in a timely manner. A timely manner is defined as follows:
 - 1) Outside the confines of the backyard, the homeowner shall clean up after the pet immediately.
 - 2) Inside the confines of the backyard the homeowner shall clean up appropriately after the pet.
- E) Homeowners must submit their complaints regarding excessive noise or other pet issues to Animal Control and concurrently submit their complaint in writing to the Board of Directors. (It should be noted that neither the association manager nor the Board can submit a complaint to Animal Control on behalf of a homeowner).
- F) Any damage to the common area caused by a pet shall be repaired or replaced by the pet owner.
- G) Pet owner is responsible for any personal injury or property damage caused by their pets.
No pet shall be tied to a tree, stakes, or any improvement or structure in the common area.

18. **SATELLITE DISHES:** *(Please see 7.5 of the CC&R's)* Satellite Dishes NO LARGER THAN 39" IN DIAMETER may be installed without prior ARC approval, provided:

- A) The dish is installed in a professional manner and cord, cables, wires and dish are properly mounted and secured;
- B) Cable, cord or wiring is not draped, strung or hanging in a manner that is visible from the street fronting home;
- C) The dish is located in the most discrete location possible in order to receive adequate signal (in back or side yard). However, if dish must be located on the front of the home, the homeowner must submit an ARC Application for approval and provide written documentation from licensed installer that the dish must be located in that specific location in order to a) receive adequate signal and/or b) locating it elsewhere will unreasonably increase the cost of the installation, maintenance or use. *All other satellite dishes which exceed 39" in diameter, and all antennas, cables, towers, or other poles must be submitted to the ARC for prior written approval before any work or installation may begin.*
- D) The cable, cord and/or wiring must match the color of the house or be painted to match the color of the house

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- 19. REPAIRS PERFORMED BY ASSOCIATION:** No homeowner/resident shall interrupt, disturb, or direct work efforts of any contractor performing work for the Association. All complaints and concerns about such a contractor must be put in writing and forwarded to the Management Company. *(Please refer to Section 2 of this document)*
- 20. SIGNS:** *(Please see Section 7.4 and 7.15 of the CC&R's)*
- A) Real Estate "For Sale or For Rent" signs are not permitted in windows of a home or on the front yard landscaping, unless prior approval of the Board of Directors is granted.
 - B) All other signs such as posters or displays need prior written approval of the Architectural Committee, unless authorized by law.
 - C) Owners/Residents are allowed to place one (1) political sign per candidate no larger than 24"x36" on their property. The signs must be removed from the property within 15 days after the election has ended.
 - D) The Association, without notice to the owner of the sign, will remove any sign placed in the common area.
- 21. STORAGE OF ITEMS:**
- A) Trash cans or garbage cans may be placed at the end of driveway no more than **twelve (12) hours before** scheduled pick up and must be removed and placed back in the garage or backyard within **twelve (12) hours after** scheduled pick up.
 - B) To prevent trash, garbage and refuse from being scattered, it must all be secured inside heavy duty garbage bags that are tightly tied or placed in garbage containers with secured lids.
 - C) Residents must not accumulate any garbage, refuse, or obnoxious material on any portion of the property.
 - D) No item, facility, structure, equipment, object or condition that is deemed unsightly may remain on the property if it is visible from common areas or any neighboring lot within the community when viewed from ground level.
 - E) Clotheslines are **not** permitted.
 - F) No hazardous or toxic waste may be stored anywhere on the property.
- 22. WALLS AND FENCES:** Walls and fences, (including Boundary Walls, Party Walls and Perimeter Walls and fences) shall be maintained and repaired by the homeowner(s) who has use of the respective Boundary Walls, Party Walls and Perimeter Walls. *(Please refer to Section 7.16 of the CC&R's).*
- A) Homeowner cannot temporarily or permanently breach a wall that abuts a common area and/or public/private right of way in order to gain access to his backyard, unless he/she has;
 - 1) received prior written Board approval
 - 2) posts a bond or cash deposit in the amount required by the ARC and/or the Board
 - 3) complies with all other conditions imposed by the ARC and/or the Board PRIOR to work beginning.
 - B) A Homeowner cannot temporarily or permanently breach a perimeter wall that abuts **any Common Areas and/or any public/private rights of way** under any circumstances whatsoever.
- 23. WINDOWS/WINDOW COVERINGS:**
- A) Mirror and/or Reflective finishes are strictly prohibited.
 - B) The ARC must, first approve any alteration, modification, relocation and/or removal of a window(s) that may be visible from the street, in writing before said work is done.
 - C) Homeowner must install window coverings and/or draperies within 90 days of closing escrow on all windows and glass doors *(Please refer to Section 7.6 of the CC&R's)*. Homeowner must seek ARC Approval prior to the installation of painted and/or stained glass windows and/or any other decorative item placed over entire window.

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24. UTILITY SERVICE VEHICLES: Per Assembly Bill 129, effective 10-1-2009, the following utility vehicles are allowed to park within a homeowners association as described below. The association may require that a person parking a utility service vehicle provide written confirmation from his/her employer that the person is qualified to park his/her vehicle in the community association.

- A) "Utility Service Vehicle" means any motor vehicle:
- 1) Used in the furtherance of repairing, maintaining or operating any structure or any other physical facility necessary for the delivery of public utility services, including, without limitation, the furnishing of electricity, gas, water, sanitary sewer, telephone, cable or community antenna service; and
 - 2) Except for any emergency use, operated primarily within the service area of a utility's subscribers or consumers, without regard to whether the motor vehicle is owned, leased or rented by the utility.
- B) Parking a utility service vehicle that has a gross vehicle weight rating of 20,000 pounds or less:
- 1) In an area designated for parking for visitors, in a designated parking area or common parking area, or on the driveway of the unit of a subscriber or consumer, while the person is engaged in any activity relating to the delivery of public utility services to subscribers or consumers; or
 - 2) In an area designated for parking for visitors, in a designated parking area or common parking area, or on the driveway of his unit, if the person is:
 - a) A unit's owner or a tenant of a unit's owner; and
 - b) Bringing the vehicle to his/her unit pursuant to his/her employment with the entity, which owns the vehicle for the purpose of responding to emergency requests for public utility services.
 - 3) Used in the furtherance of repairing, maintaining or operating any structure or any other physical facility necessary for the delivery of public utility services, including, without limitation, the furnishing of electricity, gas, water, sanitary sewer, telephone, cable or community antenna service; and
 - 4) Except for any emergency use, operated primarily within the service area of a utility's subscribers or consumers, without regard to whether the motor vehicle is owned, leased or rented by the utility.

25. LAW ENFORCEMENT AND EMERGENCY SERVICE VEHICLES: Per Assembly Bill 129, effective 10-1-2009, the following law enforcement and emergency service vehicles are allowed to park within a homeowners association as described below. The association may require that a person parking a law enforcement vehicle or emergency services vehicle provide written confirmation from his/her employer that the person is qualified to park his/her vehicle in the community association.

- A) An "Emergency Services Vehicle" means a vehicle:
- 1) Owned by any governmental agency or political subdivision of this State; and
 - 2) Identified by the entity which owns the vehicle as a vehicle used to provide emergency services.
- B) "Law Enforcement Vehicle" means a vehicle:
- 1) Owned by any governmental agency or political subdivision of this State; and
 - 2) Identified by the entity, which owns the vehicle as a vehicle used to provide law enforcement services.
- C) Parking a law enforcement vehicle or emergency services vehicle:
- 1) In an area designated for parking for visitors, in a designated parking area or common parking area, or on the driveway of the unit of a person to whom law enforcement or emergency services are being provided, while the person is engaged in his/her official duties; or
 - 2) In an area designated for parking for visitors, in a designated parking area or common parking area, or on the driveway of his/her unit, if the person is:
 - a) A unit's owner or a tenant of a unit's owner; and
 - b) Bringing the vehicle to his/her unit pursuant to his/her employment with the entity, which owns the vehicle for the purpose of responding to requests for law enforcement services or emergency services.

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THE BOARD MAY IMPOSE FINES AND PENALTIES FOR VIOLATIONS OF THE GOVERNING DOCUMENTS, INCLUDING THESE RULES AND REGULATIONS.

THESE RULES AND REGULATIONS ARE SUBJECT TO CHANGES, ADDITIONS AND/OR AMENDMENTS UPON APPROVAL OF A MAJORITY OF THE BOARD OF DIRECTORS.

AMENDMENTS TO THE RULES AND REGULATIONS

The Rules and Regulations may be modified from time to time pursuant to the following criteria:

- 1) Amendment must be approved by a majority of the Board of Directors;
- 2) Owners are welcome to submit their written recommendations for changes to the Rules and Regulations to the Board of Directors;
- 3) Upon adoption by the Board, the Board shall cause the revised Rules and Regulations to be mailed to all homeowners and the revised Rules and Regulations shall become effective **thirty (30) days** after the date they were mailed.

In the event that there is a conflict between the Rules and Regulations and the CC&R's, the CC&R's shall prevail.

**KENSINGTON at PROVIDENCE HOMEOWNERS ASSOCIATION
Rules and Regulations Amended and Restated by the Board of Directors
Effective May 1, 2014**

Richard Salvatore

President

MAR 11, 2014

Date

Christina Kueny

Vice President

March 11th 2014

Date

Michael P. Smith

Secretary/Treasurer

March 11, 2014

Date