

**MARAVILLA HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS**

I. PREAMBLE

Maravilla Homeowners Association strives to foster a good neighbor policy. Living in a planned community 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 Board of Directors for Maravilla 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&Rs")). The Rules and Regulations are simply an additional Governing Document.

Unlike the CC&Rs 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. **These Rules and Regulations have been adopted by the Board and are intended to replace and supersede any and all previous versions.**

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 community environment in which to live. However, the homeowners and residents themselves are the ones who insure the Maravilla Homeowners Association evolves into a community in which all owners can enjoy living in and are proud to call home.

These Rules and Regulations are to be adhered to in addition to the CC&Rs. For complete information regarding the covenants, conditions and restrictions in the community, please always refer to your CC&Rs.

These rules and regulations have been duly adopted at the **April 4, 2011** Board of Directors meeting.

Any questions, comments or concerns should be directed to Management as follows:

Maravilla Homeowners Association
c/o Community Management Group
3360 W. Sahara Ave Ste 200
Las Vegas, NV 89102
Phone: 702.942.2500
Fax: 702.942.2510
Email: info@cmg-hoa.com
Website: www.cmg-hoa.com

II. GENERAL RULES AND REGULATIONS / USE RESTRICTIONS

1. ARCHITECTURAL REVIEW COMMITTEE (ARC)/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 Owner has submitted his/her written ARC Application request to **AND** received written approval from the ARC Committee. Please refer to your CC&Rs for further details.

2. COMMON ELEMENTS/ELEMENTS:

Any Owner/Resident who intentionally, negligently or through failure to properly maintain their property causes damage to the Common Elements will be responsible for the repair or replacement or the cost of the repair or replacement. Should the Owner/Resident's guest, family member, tenant or a resident living in the Owner's residence cause the damage, the Owner shall be responsible for the repair, replacement or the cost of repair or replacement. No Owner/Resident may make a change to the Common Elements or Common Element amenities, including, but not limited to, the landscaping, irrigation, drainage, park equipment, lighting, or monuments.

3. EXTERIOR LIGHTING:

Each Owner is responsible for replacing burnt out light bulbs with appropriate exterior bulbs on all exterior lighting located on porches, garages and on any front yard portion of their Lot. This includes ensuring the address identifier is in working order as well. Appropriate exterior bulbs shall mean bulbs that are intended for outdoor use, are clear, white or nearly white in color and are of a wattage that is not disturbing or disruptive to the use and quiet enjoyment of other Owners/Residents.

4. 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 barbeque grill. However, the barbeque grill must be located at least ten feet from the dwelling and overhangs and no barbeque shall be used in a garage.

5. HOLIDAY DECORATIONS:

Holiday lighting and decorations installed on exterior of home do not need ARC approval. HOWEVER, holiday exterior decorations and lighting may be installed no earlier than thirty (30) days prior to each respective holiday and must be removed within thirty (30) days of the end of the respective holiday.

Holiday lighting must not be installed so as to disturb other Owner/Resident and any lighting or decoration that is deemed a nuisance by the Board, in its reasonable discretion, will not be allowed.

No holiday decorations shall be placed by any Owner/Resident in or on any Common Element or Common Element Amenities. If holiday lights damage the common areas, it will be the owner's responsibility to reimburse the Association for any damages.

6. LANDSCAPING

The front yard for each property is deemed to be common areas per the Association's CC&Rs. The Association maintains the front yard landscaping and irrigation only.

Owners are not permitted to alter the front yard landscaping without prior ARC approval. Any irrigation/landscaping issues should be reported to Management immediately.

7. LEASING OR RENTING:

The Owner is responsible for actions of tenants, tenants' family, and tenants' guest(s). The Owner is responsible for supplying and reviewing with the tenants the governing documents of the Association. The Owner is responsible for the lease. The lease must be in writing and the term of the lease shall not be less than one year. 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. Owners **and** tenants may be held responsible for all violations occurring while a Lot is being rented or leased. Owners must keep tenant information current with the Association.

8. LOUD NOISE/NUISANCES:

Radios, stereos, musical instruments, party activities, car horns, 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. The Board of Directors shall, in its sole discretion, have the right to determine what shall reasonably constitute a nuisance.

9. ORDINANCES AND LAWS:

No immoral, improper, offensive, or unlawful use shall be made of any part of the Property, Lots or Dwellings. No action or condition may exist that is in violation of any local, county, state or federal law or ordinance. Any act that is considered a violation of any local, county, state or federal law or ordinance shall be considered a violation of the Association Governing Documents.

10. PETS:

No animal can be kept, bred or maintained on the property for commercial purposes. Pets must be under the control of the owners and must be kept on a leash when in the Common Elements or outside the enclosed rear yards.

Pet owners are responsible for cleaning up after their pets in a timely manner. A timely manner is defined as follows: Outside the confines of the backyard, the Owner/Resident shall clean up after the pet immediately. Inside the confines of the backyard the Owner/Resident shall clean up after the pet no less than every seven days.

Owners/Residents 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 community manager nor the Board may submit a complaint to Animal Control on behalf of an Owner/Resident).

Any damage to the Common Elements caused by a pet shall be repaired or replaced by the pet owner.

Pet owners are 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 Elements.

11. PARKS:

The park is private property and for the use of Maravilla residents only. Anyone using the park area does so at their own risk.

No motorized vehicles are permitted at any time on park property. Walkers and joggers have the right of way. Wheelchairs for medical purposes only will be permitted.

Inflatable play bouncers may be permitted, but owners MUST obtain prior written approval from the ARC.

No activity is permitted which would damage or deface the grounds, walkways and improvements in the common areas. This includes destruction of grass, shrubs, trees, sprinklers, light fixtures, walls, playground equipment or any other structures or landscaping.

Individuals who are responsible for such damage to the Association property will be expected to fully reimburse the Association for all expenses incurred in the replacement or restoration of damaged items. Park users, as well as the Homeowners, will be held responsible for the actions of the guests/tenants.

No littering in the common areas. All trash is to be properly placed in the trash receptacles at the park.

Radios, stereos, musical instruments, party activities, car horns and other noise sources are prohibited. Loud radios, portable television sets, excessive showing, foul language, rowdy behavior and dangerous horseplay shall not be allowed.

Quiet hours for the park area are from 9 p.m. to 9 a.m. seven (7) days a week. Children under 12 must be supervised by an adult at all times.

Owners are permitted to use the park for personal parties upon prior written approval from the Association.

12. REPAIRS PERFORMED BY ASSOCIATION:

No Owner/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.

13. SATELLITE DISHES/ANTENNAS:

Antennas or satellite dishes that are: (a) one meter (39 inches) or less in diameter and designed to receive direct broadcast satellite service; or (b) one meter (39 inches) or less in diameter or diagonal measurement and designed to receive video programming services via multi point distribution services ("Permitted Device") shall be permitted, provided that such Permitted Device is located within the Lot or such other area under the exclusive use or control of the Owner in a location so as not to be visible from outside the Lot, or, if such location is not reasonably practicable, then attached to or mounted on the least conspicuous alternative location in the Lot or exclusive use area, where an acceptable quality signal can be obtained. Permitted Devices shall be reasonably screened from view from any other portion of the Property, so long as such screening does not unreasonably increase the cost of installation, or use of the Permitted Device. Further, all Satellite Dishes shall comply with the following:

- The dish must be installed in a professional manner and cord, cables, wires and dish are properly mounted and secured;
- Cable, cord or wiring must not be draped, strung or hanging in a manner that is visible from the street fronting home;
- Cable, cord or wiring must be painted to match the existing house colors
- The dish must be located in the most discrete location possible in order to receive adequate signal (behind block wall, at ground level within backyard is the least objectionable location). If dish must be located above ground level outside the confines of the backyard, the Owner must provide written documentation from licensed installer that the dish must be located in a specific location in order to receive adequate signal.
- All antenna and dishes that exceed one meter (39 inches) in diameter, and all other antennas, cables, towers, or other poles not for use as designated above must be submitted to the ARC for prior written approval before any work or installation may begin.

14. SIGNS:

Only one real estate "For Sale" or "For Rent" will be permitted per Lot. Such sign must be of professional quality and shall not be larger than eighteen (18) inches by thirty (30) inches. The sign must be removed within fifteen (15) days after the property has been sold and/or rented.

A maximum of one (1) security sign will be permitted in the front yard. Such sign must be of professional quality and issued by the company employed the Owner/Resident has hired to conduct security monitoring.

No Owner/Resident shall install any other sign, poster, display or billboard anywhere on a Lot, a Unit, the Common Elements, any Common Element amenities or anywhere else on or within the Property, including signs posted in or on vehicles, without prior written permission of the Board.

Any sign placed in the Common Elements will be removed by the Association without notice to the owner of the sign.

Nothing in this shall be construed to prohibit an Owner/Resident from exhibiting a political sign (meaning a sign that expresses support for or opposition to a candidate, political party or ballot question) within such portion of the Association as that Owner or resident has the exclusive right to use and occupy if said sign is not larger than 24 inches by 36 inches.

15. STORAGE OF ITEMS:

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.

To prevent trash, garbage and refuse from being scattered, it all must be secured inside plastic bags that are tightly tied and placed in heavy duty trash bags or garbage containers, before the heavy duty trash bags or garbage containers can be put out for scheduled pick up.

Owners/Residents must not accumulate any garbage, refuse, or obnoxious material on any portion of the property.

No item, facility, structure, equipment, object or condition that is deemed unsightly may remain on the property if it is visible from Common Elements or any neighboring lot within the community when viewed from ground level.

Clotheslines are not permitted.

No hazardous or toxic waste may be stored anywhere on the property.

16. WALLS AND FENCES:

Walls and fences, (including Boundary Walls, Party Walls and Perimeter Walls and fences) shall be maintained and repaired by the Owner(s) who has use of the respective Boundary Walls, Party Walls and Perimeter Walls.

Owners/Residents cannot temporarily or permanently breach a wall that abuts a Common Elements or private/public right of way in order to gain access to his backyard, unless he has 1) received prior written Board approval, and 2) posts a bond or cash deposit in the amount required by the ARC and/or the Board, 3) and complies with all other conditions imposed by the ARC and/or the Board PRIOR to work beginning.

17. WINDOW COVERINGS.

No reflective materials, including, but without limitation, aluminum foil, reflective screens or glass, mirrors or similar items, shall be installed or placed upon the outside or inside of any windows of any Unit. No enclosures, drapes, blinds, shades, screens or other items affecting the exterior appearance of any Lot shall be construed or installed without the prior written consent of the ARC. Provided, however, solar screens may be placed on the windows of the homes without prior approval of the ARC if such screens are of a color and shape that is consistent with that of the dwelling and the windows. Solar screens that do not meet with these conditions and/or are not properly installed, maintained or present an unsightly or unattractive condition may be subject to removal at the discretion of the ARC.

22. UNSIGHTLY ARTICLES

No unsightly articles, as deemed by the Board in its reasonable discretion, shall be permitted on a Lot so as to be visible from any public or private street.

23. BASKETBALL GOALS/HOOPS AND OTHER SPORTS APPARATUS

Basketball goals/hoops and other sports apparatus, whether permanent or temporary (when not in use), are not permitted to be stored on a Lot, unless it cannot be seen from any public or private street. No basketball goals/hoops and other sports apparatus, whether permanent or temporary, is allowed, at any time, on the Common Elements, unless written permission has been received from the Board. The use of any basketball goals/hoops and other sports apparatus that is deemed by the Board to be a nuisance or safety hazard for other Members of the Association will be prohibited, even where the use is otherwise in compliance with these Rules.

24. GARAGE SALES:

Owners are not permitted to hold garage, rummage, estate or similar type of sale. The Association may schedule garage sales twice per year as permitted by the City of North Las Vegas.

25. VEHICLES/PARKING/ENFORCEMENT:

No repairs or restoration of any motor vehicle (including but not limited to, automobiles, trucks, motorcycles, boats, aircraft, trailers, ATVs, campers, motor homes) 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 the activity entirely.

Vehicles may not be parked in such a manner that they block or restrict ingress/egress at the entry area nor parked at any corner in a manner that restricts visibility.

No vehicle may be parked on a sidewalk. No vehicle may be parked next to a red curb as these are designated as a non-park area. Any vehicles parked in the red zone are subject to immediate towing without notice.

All vehicles, which are allowed pursuant to the provisions of the Association Governing Documents to park on the streets, must park parallel to the curb.

Garage doors must be kept closed, except as reasonably necessary for ingress and egress. Garages shall not be used as living space. Garages are to be primarily used for storage of the maximum number of Resident's vehicles that can be accommodated within the garage (in other words, a two car garage is intended to store two vehicles before utilizing any space for incidental storage). Garages must be kept neat and free of storage, stored materials, tools, workbenches, etc. that would limit the available space needed to park the maximum number of Resident's vehicles that the garage is intended to accommodate.

Parking in fire lanes (red curb areas or areas designated by "No Parking" signs) or in front of fire hydrants is strictly prohibited and **shall be subject to immediate towing**, as further provided for in Section 12(C) below.

Scooters (manual or motorized), skateboards, ATVs, dirt bikes, golf carts, off-road vehicles, or any other similar vehicle shall not be allowed on the streets in the Association.

No inoperable or unregistered vehicles shall be allowed in the Association, unless such vehicle remains, at all times, entirely enclosed within the garage.

The Board of Directors may consider exceptions to these parking rules, if petitioned by the Owner/Resident of said vehicle, in advance.

III. TOWING POLICY

Any vehicle that is parked, or otherwise immobile or unauthorized, on any street within the Association in violation of these Rules, or any provision of the CC&Rs or any other applicable Governing Document of the Association, shall be subject to towing, where the Association has the right, but not the duty or the obligation, to have the violating vehicle towed, subject to the following:

1. Prior to exercising the right to tow the vehicle, the Association, or a designee of the Association, shall post written Notice on the violating vehicle forty-eight (48) hours prior to having it towed.

2. The Notice shall state the vehicle is in violation of the Association's parking regulations and if the vehicle is not removed from the street and if it does not remain otherwise compliant with all parking regulations prior to the expiration of the forty-eight (48) hour notice, the vehicle may be towed.
3. The forty-eight (48) hour notice applies from the time notice is given and shall run, regardless of any intermittent departures or different parking locations within the Property. Such notice shall deem to apply for twelve (12) months after the lapse of the initial forty-eight (48) hours, such that any vehicle that has been given notice is found unlawfully parked anywhere on the Properties at any time after the lapse of the initial forty-eight (48) hours notice may be removed without additional notice for a period of up to twelve (12) months, at the Board's discretion.
4. The vehicle owner shall be responsible for all expenses incurred in the towing and retrieval of the vehicle.
5. The right of the Association to have a violating vehicle towed shall not require any notice (other than the forty-eight (48) hour posting described herein) or Hearing prior to removal of the vehicle.
6. **However**, any vehicle that is blocking a fire hydrant, designated red zone, fire lane or parking space designated for the handicap, or poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the Owners or Residents of the Properties, may be **immediately towed without any notice** and the vehicle owner shall be responsible for all expenses incurred in the towing and retrieval of the vehicle.

The Association's right to tow a vehicle that is in violation with these provisions shall be in addition to the Association's right to institute any other enforcement procedure authorized by law and by the Association's Governing Documents, including but not limited to levying of fines to the maximum extent allowed by law after Notice and Hearing in accordance with the Association's fine and enforcement policy.

IV. POOL RULES & REGULATIONS

The swimming pool area is operated primarily for the use and enjoyment of the residents. The use of these facilities by guests is a privilege.

1. Any person using the pool does so at their own risk – **THERE IS NO LIFEGUARD ON DUTY**. Maravilla will not be responsible for any injuries and/or death.
2. Maravilla may have a security guard on duty to check your keys and identification. Pool passes and keys are required for entry into the pool. The guard may also monitor the pool to prevent damage and/or vandalism.
3. Please shower at the pool area before entering the pool.
4. Appropriate swimsuits shall be worn at all times. No cut-offs or other make-shift attire is permitted in the pool.
5. Personal belongings such as towels, clothing and other items must be removed from the pool when the owner departs. Items remaining will be disposed of daily.
6. Life saving equipment is for **EMERGENCY USE ONLY** and shall not be used for any other purpose.
7. No glassware is allowed in the pool area. Metal containers which may rust are not allowed in the pool area. All items in the area must be unbreakable. This includes, but is not limited to, beverage bottles, glass lotion bottles and drinking containers.

8. Only non-alcoholic beverages are permitted in the pool area. Anyone under the influence of liquor is not permitted in or about the facility. (NAC 444.280-8)
9. Absolutely NO FOOD of any kind is permitted in the immediate pool area, including gum and candy.
10. Entrance to the pool is permitted only through the entry gate with a key, pool pass and ID. Scaling the fence is prohibited. The pool gate must be fully closed upon entering and exiting the pool area. The gate may not be propped open for any reason. Violators will be prosecuted to the fullest extent of the law.
11. Children under the age of eighteen (18) are not allowed to use the facility without adult supervision. Swimming alone is prohibited to persons of all ages (NAC 444.276). A maximum of three (3) children, under the age of eighteen (18), must be supervised at any time by any one (1) adult in the pool area.
12. Pool attendees are not permitted to adjust any of the pool controls, including but not limited to, heat, lights or other serviced items.
13. Replacement pool keys and pool passes may be purchased from Management at a cost of \$35.00 per key and/or pool pass.
14. The pool is opened from May 1 through Labor Day each year. The pool hours are as follows:
 - Friday–Sunday: 8:00 AM – 12:00 PM
4:00 PM – 8:00 PM.
 - Monday–Thursday: ClosedThe Board reserves the right to change the pool hours at any time. The Association will notify the owners in writing of any change to the pool hours.
15. Only battery operated radios or stereos with headphones are allowed in the pool area. Head phones must be in use at all times.
16. **NO** boisterous or rough play is permitted in the water, on the walkways, in the restrooms, in the shower area or any other area around the pool. No running, jumping, pushing, cannon balling, diving or unwanted splashing is allowed in the pool area. There shall be no interference with leisure swimmers.
17. Spitting, soiling or in any way contaminating the water, walkways or dressing room floors in the facility is prohibited. Any objects that may in any way carry contaminated articles, endanger safety of bathers or produce unsightliness is strictly prohibited. Children not toilet trained must wear appropriate swim wear diapers in the pool. Parents will be responsible for any damage to the pool.
18. Because of the danger it presents to the equipment, no Styrofoam objects may be used in or around the pool. Rafts or floats will not be allowed in the swimming pool. No sharp items or weapons of any kind are permitted in the pool area.
19. No parties of any kind will be allowed in the pool area. Private teaching, training and/or swimming instruction classes are not permitted at any time.
20. Swimmers will be held financially responsible for any damage or misconduct attributed to his/her guests and/or tenants. This includes the soiling of the pool.
21. Suds forming products such as shampoo, bubble bath and oils are extremely damaging to the pool equipment and are expressly prohibited. Persons using suntan lotion may not enter the pool before wiping off excess lotion.
22. Smoking is not permitted at any time.
23. All trash or waste, including can tabs and plastic bottle caps, are to be disposed of in the trash containers provided. Persons littering the area should be reported to Management immediately.
24. Persons suffering from colds, fever, coughs, sore or inflamed eyes, any skin disease or any communicable disease or open sores or bandages are not permitted to enter the pool area (NAC 444.280-3)
25. Upon arrival of the pool maintenance crew, pool users must temporarily vacate the pool area until cleaning is completed.
26. Anyone not abiding by the above rules will be asked to leave the pool area.

27. Pool use is governed by state and local laws, including local health laws. In the event of any conflict between such laws and these Rules and Regulations, the provisions of such laws shall prevail.
28. Anyone not abiding by the pool rules and regulations will be required to leave the pool facilities immediately and will not be allowed to return until a hearing with the Board of Directors.

PLEASE BE ADVISED THAT IF A HEALTH, SAFETY OR WELFARE VIOLATION IS NOTED, THIS POLICY MAY BE EXPEDITED AND/OR ABANDONED WITH OTHER STEPS TAKEN TO ELIMINATE THE LIABILITY AS SOON AS POSSIBLE.

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

In the event that there is a conflict between the Rules and Regulations and the CC&Rs, the CC&Rs shall prevail. 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/amended portions of the Rules and Regulations shall become effective thirty (30) days after the date they were mailed.

IN WITNESS WHEREOF, these Revised Rules and Regulations have been executed by the Association as of **November 16, 2009**. The undersigned hereby certify that these Revised Rules and Regulations have been adopted and approved in accordance with the NRS 116 and the Association Governing Documents.

MARAVILLA HOMEOWNERS ASSOCIATION

By: _____

(Print Name): _____
President

By: _____

(Print Name): _____
Secretary

Any questions, comments or concerns should be directed to Management as follows:

Maravilla Homeowners Association
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