

RANCHO LAS VEGAS ESTATES ASSOCIATION, INC.

RULES AND REGULATIONS

**ADOPTED
JUNE 7, 1994**

*Motorized veh. arena
plywood gates
back of property
all property in it*

**RESOLUTION OF THE RANCHO LAS VEGAS ESTATES
ASSOCIATION, INC.**

RECITALS

1. WHEREAS the Rancho Las Vegas Estates Association, Inc. (the "Association") Board of Directors has the power and duty to conduct, manage and control the affairs and business of the Association; and

2. WHEREAS Article VII, Section 1(i) of the Association's Declaration of Covenants, Conditions and Restrictions (the "Declaration") requires the Association's Board of Directors (the "Board") to establish and publish general Rules and Regulations as may deemed reasonable in connection with the use and maintenance of all the property located within the Rancho Las Vegas Project (the "Project"); and

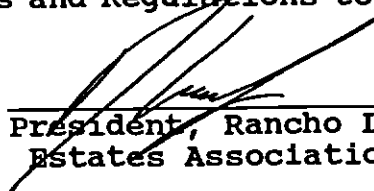
3. WHEREAS Article VII, Section 1(a) of the Association's Bylaws further provides that the Board may adopt Rules and Regulations governing the Association's Common Area and Facilities, and the personal conduct of the Members and their guests thereon and to establish penalties for the infraction thereof; and

4. WHEREAS the Association's Board of Directors, in furtherance of its duty to manage and control the affairs of the Association, desires to adopt a code of Rules and Regulations governing, in connection with the Declaration and Bylaws, the entire Project.

RESOLUTION

IT IS HEREBY RESOLVED THAT the attached Rules and Regulations are adopted by the Association's Board to govern, in connection with the Declaration and Bylaws, the use and maintenance of all the Property located with the Project, and to govern the personal conduct of the Members and their guests thereon and to establish penalties for the infraction thereof.

IT IS FURTHER RESOLVED THAT the attached Rules and Regulations shall be effective and binding on all Members, Residents and their guests on the date of execution of this resolution by the Board and upon publishing said Rules and Regulations to the Membership, which ever date is later.



President, Rancho Las Vegas
Estates Association, Inc.

Kevin Cobble

Vice President, Rancho Las Vegas
Estates Association, Inc.

Carol Crawley

Secretary, Rancho Las Vegas
Estates Association, Inc.

James B. Bell

Treasurer, Rancho Las Vegas
Estates Association, Inc.

Van S. Shell

Director, Rancho Las Vegas
Estates Association, Inc.

Elizabeth A. Schell

Director, Rancho Las Vegas
Estates Association, Inc.

Michael Bennier

Director, Rancho Las Vegas
Estates Association, Inc.

Mc/Strick

Director, Rancho Las Vegas
Estates Association, Inc.

John M. M. G.

Director, Rancho Las Vegas
Estates Association, Inc.

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III. OWNER'S RESPONSIBILITIES

It is the responsibility of the Owner of a Lot within the Rancho Las Vegas Community to see that all tenants, guests and person inhabiting their unit are in compliance with the Declaration and Rules and Regulations.

- A. The Rules and Regulations set forth below apply to Owners, residents and guests of the Rancho Las Vegas Community. It is each Owners responsibility to make certain, if they lease or rent their home, that the Tenant receives a copy of the Rules and Regulations.
- B. Each Owner shall at his own expense keep his Unit and Lot and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition.
- C. An Owner of a Lot is required to provide a completed Rental Registration Form to the office of the Property Manager to be maintained in the Association files. Such form shall require an Owner to provide a signature from the tenant, if applicable, indicating that they have received a copy of the Rules and Regulations and will abide by same. Furthermore, such form shall signify if the Owner has given his right to utilize the Common Area and Facilities to his Tenant.

IV. COMMON AREA

The Association has provided and continues to maintain Common Area for the use of all Members, Residents and their guests. It is the responsibility of all to use the Common Area and Facilities with care and to report any obvious violations, misconduct, damage or use by unauthorized individuals to the Property Manager.

- A. Only guests accompanied by a Member or Resident are permitted to use the Common Area and Facilities.
- B. Tenants are authorized to use the Common Area and Facilities once the Owner has filed a Rental Registration Form with the Property Management Company which specifically authorizes the tenant to

use such Common Area and Facilities and has agreed to accept financial responsibility for any damage caused by such tenants, their dependents and guests. Notwithstanding anything in this subsection B to the contrary tenants are personally liable for their actions and the actions of their guests.

- C. No activity is permitted which would damage or deface the grounds and improvements in the common areas. This includes, but is not limited to, the destruction of recreational equipment, horse corrals, gates, rocks, grass, shrubs, trees, sprinklers, light fixtures, walls, etc. Individuals who are responsible for such damage to project property will be expected to fully reimburse the Association for all expenses incurred in the replacement or restoration of damaged items.
- D. No littering of the common areas is allowed. This includes but is not limited to the littering of grass clippings, tree limbs, animal feces and construction materials.

V. EXTERIOR MAINTENANCE AND REPAIR

- A. At no time shall any portion of the property or residence fall into disrepair due to lack of maintenance such as exterior paint, roof repair, etc. that would detract from the beauty of and detract from property value of the neighborhood.
- B. All lots and landscaping must be maintained in a neat and orderly condition. No rubbish, weeds or debris shall be placed or allowed to accumulate on a lot.
- C. All rubbish, trash, garbage, etc. shall be regularly removed from the lots and shall not be allowed to accumulate thereon. All animal waste is to be removed on a daily basis, so as not to become an offensive odor.
- D. No household furniture or appliances shall be used or stored unless such is completely obscured from public view.

VI. HAZARDOUS MATERIALS

No hazardous materials, such as uncovered paint cans, or any uncovered flammable or inflammable substances, that may create an explosion, fire or any noxious odor, or risk to another homeowner's safety, shall be stored on the property at any time.

VII. HOLIDAY DECORATIONS

All holiday decorations or lights will be removed within four (4) weeks following the holiday. Any decorations left up beyond this time will result in a violation.

VIII. LANDSCAPING

All landscaping improvements on those portions of the front and side yards which are visible from public view within or outside the Development or the common area must not be allowed to fall into disrepair due to lack of maintenance.

IX. NUISANCES/EXCESSIVE NOISE

No noxious or offensive activity shall be carried on in or upon any lot or Association property, nor shall anything be done therein which is an unreasonable annoyance or a nuisance to any other owner. Without limiting the generality of the foregoing provision, no loud noises or noxious odors, horns, whistles, bells or other sound devices (other than security devices used exclusively for security), noisy or smokey vehicles, large power equipment or large power tools, unlicensed off-road vehicles or items which may unreasonably interfere with television or radio reception of any owner in the properties, shall be located, used or placed on any portion of any lot or exposed to the view of any other owners without the prior written consent of the Board of Directors. The Board shall have the right to determine if any noise, odor, interference or activity producing such noise, odor or interference or activity constitutes a nuisance.

X. PARKING

A. No vehicles considered construction equipment such as, but not limited to, dump trucks, maintenance trucks, bobcats, front loaders, backhoes, equipment trailers, mortar mixers, cement mixers, etc. shall be permitted to park on or near any property at any time.

- B. Recreational vehicles such as a horse trailer, motorhome, camper, boat, etc. shall be permitted to park on an individual lot provided that such vehicle is stored and maintained in the rear portion of said lot and may not be seen from the street.
- C. No inoperable and/or unlicensed vehicle shall be permitted to remain in the front portion of a lot which is visible from the street. Said vehicle shall be screened from view of the street or adjacent neighboring unit. Said vehicles shall be removed within seventy-two (72) hours.
- D. Vehicle repairs, other than emergencies, are prohibited in driveways and streets.

XI. PETS

- A. No animals other than horses and common household/ domestic pets such as dogs and cats may be kept on the properties. Household pets are not permitted in unreasonable numbers nor may they be bred or maintained for commercial purposes.
- B. Pets must be controlled by a leash at all times when in the common area. Pets are not to be walked on other owner's property.
- C. Pet owners shall be responsible for immediately picking up and disposing of any animal feces in the common area.
- D. No animal shall cause or create a nuisance or unreasonable disturbance.
- E. No pet is to be left unattended in any common area.

XII. SIGNS

No signs other than one standard "For Sale", "For Lease" or "For Rent" sign not larger than 24" x 24" is permitted.

XIII. TRASH

- A. Trash shall not be taken out to the street more than twelve (12) hours prior to pick-up day. Trash is to only be placed on the homeowner's property for collection. Trash must be either properly tied in suitable heavy duty garbage bags or put in closed garbage containers. Empty garbage containers must be brought in no later than twelve (12) hours after pickup.
- B. Trash containers must be concealed from view when not out for pick-up either by enclosures or be kept in the homeowner's garage.

XIV. UNSIGHTLY ARTICLES

No unsightly articles shall be visible from any public or private street or from any other lot, including, but not limited to: clotheslines, trash containers or refuse.

RANCHO LAS VEGAS ESTATES ASSOCIATION, INC.
PENALTY POLICY AND PROCEDURE GUIDE

The Board of Directors of the Rancho Las Vegas Estates Association, Inc. has been granted the responsibility to conduct, manage and control the affairs and business of their Association, and to adopt, amend, repeal and enforce reasonable rules and regulations (the "Rules"), governing, among other things, the use and occupancy for the Association property. The Board is also responsible for enforcing the Covenants, Conditions and Restrictions found in the Declaration of Protective Covenants, Conditions and Grant and Reservation of Easements for Rancho Las Vegas Homeowners Association (the "Declaration").

Accordingly, to provide for continuing proper operation of the Association property, the Association, through its Board of Directors, has approved the following enforcement Policies and Procedures for the Declaration now in force or as amended hereafter, and for the Rules as may be hereinafter adopted, amended or repealed.

I.

POLICY

1. Violation of the Declaration and/or Rules are subject to the following Penalties:

- (a) First violation notice - Warning without Monetary Penalty.
- (b) Second violation notice - \$100.00.

(i) After sending a second notice of the violation, the offending member is required to appear before the Association's Board of Directors. In addition to imposing the \$100.00 fine against the offending member, if the Board determines that a violation has occurred, the Board shall have the power to levy a fine against the Member of up to \$500.00 for repeated violations or for any serious injury caused as a result of said violation.

(ii) If the violation has resulted in damage to the Common Area, the Association Board may order that the damages be repaired at the expenses of the offending Member.

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Change*

- (c) A violation shall be deemed to be a second violation when the Association causes a corresponding number of notices to be sent to the offending Member.
- (d) The Board may appoint a forum of Members to give notice, hold the hearing, and/or recommend appropriate sanctions.

II.

PROCEDURES

Prior to the imposition of any penalty for violation of the Declaration or Rules, the Association shall provide the offending member with notice of the violation, and an opportunity be heard in person or through a representative at a Board meeting or designee meeting called for such purpose, as hereinafter outlined.

(A) NOTICE:

1. Upon receipt of a written report alleging a violation of the Declaration or Rules by a Member, or Member's guest or minor children, the Association will cause an investigation to be conducted and if it appears to the Association that the violation does exist, then the Association will issue a Request for Compliance. The violating member will be given ten (10) days to return a Correction Response evidencing that the Member has taken action to correct the violation.
2. The Association Member is required to respond in writing to the "Request for Compliance" by returning the Correction Response which is sent with the "Request for Compliance". Such response must be received by the Association within the time period set forth in the Request. If the offending Member fails to respond to the "Request for Compliance", a "Second Request for Compliance and Notice of Hearing" shall be sent to the offending Member at which time a hearing shall be set.

(B) HEARING:

1. If the Member fails to take action to cease and desist from further violation after receiving the "Second Request for Compliance and Notice of Hearing", the Board of Directors or it's designee shall order a hearing if the Association desires to impose any penalty.
2. At the hearing, the accused member may present any evidence or make any statement relating to the violation, either in person or in writing to the Board of Directors.

3. The violating member may submit a written statement in lieu of attending the Hearing.
4. The Board of Directors or it's designee shall have the right to limit the time of the hearing and limit the time in which any evidence may be presented.

(C) VIOLATION:

1. Upon hearing the evidence, the Board or it's designee may, by a majority vote:
 - (a) Find that no violation exists, or
 - (b) Find that the member is in violation and impose the penalty as set forth hereinafter.
2. The Board's decision shall be entered into the minutes of that meeting or any subsequent meeting at which the Board reaches a decision.

(D) PENALTY:

1. In the event it is determined that a violation exists or was committed, the Board of Directors or it's designee may order any or all of the following penalties:
 - (a) Require the offending member to sign an agreement to correct the violation within a specific time frame and to post a cash bond, not to exceed \$1,000.00, guaranteeing performance.
 - (b) Fine the Member in an amount to be determined by the Board or it's designee in reasonableness, and collect such Fine as an assessment as provided in the Declaration, Article 3, Section 3.4.
 - (c) Suspend or condition the right of the Member to use any facilities owned, operated or maintained by the Master Association, as provided in the Declaration.
 - (d) Suspend the member's voting privileges as provided in the Declaration.
 - (e) Enter upon a Lot to make necessary repairs or to perform maintenance, and specially assess the Member for any amounts expended as provided for in the Declaration.

(E) NON-COMPLIANCE:

1. If, after the hearing, the offending member refuses to abide by the decision imposed by the Board or its designee, the Association may, without further notice, elect to compel compliance with such decision as provided for in the Declaration, including, but not limited to, placing a lien against the Member's Lot in the Project for the offending member's failure to pay the monetary penalty imposed. The Association may proceed against the violating member by initiating foreclosure proceedings against the violating Member's Lot, or may initiate litigation to recover the lien amount with all costs and fees incurred as a result of such lien.
2. If any member accused of a violation of the Declaration or Rules, after notice as provided herein, shall fail to appear for a hearing, the Board or its designee shall proceed in their absence, and make a determination based on the facts presented.
3. Any action taken by the Association shall not deprive either party of any remedies otherwise available by law. The remedies provided herein are cumulative and none shall be exclusive. Association Members shall be required to exhaust all internal remedies of the Association before resorting to a court of law.

Adopted this 7th day of June, 1994.

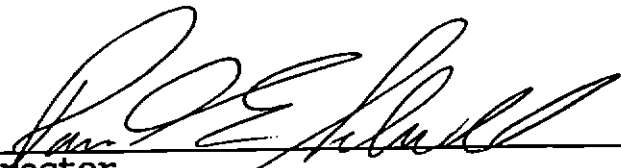
Board of Directors
Rancho Las Vegas Estates Association, Inc.

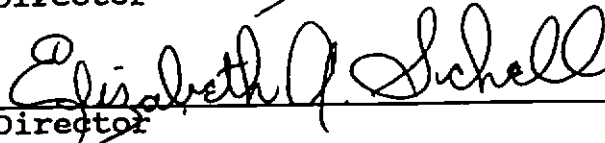
BY: [Signature]
President

BY: Kevin Cahill
Vice President


BY: Carol Crawley
Secretary

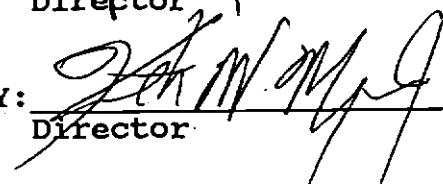
BY: [Signature]
Treasurer

BY: 
Director

BY: 
Director

BY: 
Director

BY: 
Director

BY: 
Director

5512 Avenida Caballo

Listed is All and Any parts of the CC&R's and Rules & Regulations that can help the Homeowner / HOA Board understand/interpret the issues concerning
**Parking/Visibility of Horse Trailer,
Visibility of Dumpster, and
Landscaping Issue.**

{Note Book and Log# refer to the Clark County's Recorder number and location for Rancho Las Vegas Estates current legal CC&R's.}

Book863, #822093 3/1/78

Article VI, Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. **Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.**

Article VIII, Section 4. No structure of a temporary character, be it mobile home, house trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence, either temporarily or permanently. **One horse trailer, one camper, and one boat and trailer shall be permitted to remain on an individual lot provided that said horse trailer, camper and boat and trailer is maintained in the rear portion of said lot.**

Article VIII, Section 9. All rubbish, trash, garbage and animal waste shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. **All refuse containers, woodpiles, storage areas, machinery and equipment shall be prohibited upon any Lot, except as heretofore provided, unless obscured from view of adjoining Lots, alleys, driveways and streets by a fence or appropriate screen approved by the Architectural Committee.**

Book912 #871122 7/5/78

Page 2, Article I DEFINITIONS, Sec. 1.4 Lot shall mean a portion of Las Vegas Estates which is a legally described parcel of real property or is designated as a lot on any recorded subdivision tract map upon which there has been or will be constructed a unit, being a single family residential dwelling.

Page 4, Article II ARCHITECTURAL CONTROL, Sec.3.3 Rules and Regulations. The Architectural Committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions hereof.

Page 4, Article II ARCHITECTURAL CONTROL, Sec.3.4 Variances. Where circumstances, such as topography, location of property lines, location of trees, or other matters require, the Architectural Committee, by the vote or written consent of a majority of the members thereof, may allow reasonable variances as to any of the

covenants, conditions or restrictions contained in this Declaration under the jurisdiction of such committee, on such terms and conditions as it shall require, provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the property.

Page 5, Article IV GENERAL RESTRICTIONS, Sec. 4.1 Except as provided in Section 4.3 used for any purpose other than one single-family residence, designed for occupation by not more than one family, together with outbuildings herein permitted by the Architectural Committee.

Page 6 Article IV GENERAL RESTRICTIONS, Sec. 4.8 All rubbish, trash, garbage and animal waste shall be regularly removed from the lots and shall not be allowed to accumulate thereon. All refuse containers, woodpiles, storage areas, machinery and equipment shall be prohibited upon any lot, except as heretofore provided, unless obscured from view of adjoining lots, alleys, driveways and streets by a fence or appropriate screen approved by the Architectural Committee.

Page 6 Article IV GENERAL RESTRICTIONS, Sec. 4.10 All landscaping of every kind and character, including shrubs, trees, grass and other plantings shall be neatly trimmed, properly cultivated and maintained continuously by the owner thereof in a neat and orderly condition and in a manner to enhance its appearance.

<Note to other boardmembers - I see nothing here that demands decorative rock. The property has always been kept neat, never a weed problem and the lot is not just dirt. And it is not an architectural extension of the house where it would truly require landscaping. It is an extension of the stable area. Also it "the lot" has always been covered in pea gravel which is appropriate to Equestrian usage. Thus personally I see no violation here! Let me know your views. JNL>

Book913 #872159 7/5/78 = 2 pages
Not applicable.

Book1017 #976257 3/1/79 = 2 pages
Not applicable.

Book1675 #1634717 1/18/83 = 3 pages

page 1 - middle

BUILDING LOCATION. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the records parcel. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 10 feet to any side street line.

page 2 - middle

No Trucks, trailers, boats, unlicensed or unoperable vehicles of any kind shall be kept, parked in or upon any portion of said property between the street and the front set-back line

Book1801 #1760117 9/8/88 = 2 pages

Not applicable.

Book1801 #1760118 9/8/88 = 2 pages

Not applicable.

Rancho Las Vegas Estates Association, Inc. Rules & Regulations 6/7/94

Section V.B All lots and landscaping must be maintained in a neat and orderly condition. No rubbish, weeds or debris shall be placed or allowed to accumulate on a lot.

Section X.B Recreational vehicles such as a horse trailer, motorhome, camper, boat, etc. shall be permitted to park on an individual lot provided that such vehicle is stored and maintained in the rear portion of said lot and may not be seen from the street.

XIV. UNSIGHTLY ARTICLES. No unsightly articles shall be visible from any public or private street or from any other lot, including, but not limited to: clotheslines, trash containers or refuse.

INCLUDED ONLY FOR SAKE OF ARGUMENT

OBSOLETE BOOK 635 #594853

Article II, Sec. 3., Page 3 - The Association has the right to provide a parking area, or parking areas, for trailers including boat trailers, and may have the right to require payment of rental fees for the use thereof.