

SADDLE PEAK  
AT NEVADA TRAILS  
COMMUNITY  
ASSOCIATION

**Rules and  
Regulations**

Revised September 27, 2022

# SADDLE PEAK AT NEVADA TRAILS COMMUNITY ASSOCIATION

## Rules and Regulations

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### Table of Contents

INTRODUCTION: .....	3
I. ANIMALS: .....	4
II. COMMON ELEMENTS: .....	4
III. GARAGE SALES:.....	4
IV. CONTRUCTION/MAINTENANCE HOURS:.....	4
V. NOISE CONTROL:.....	4
VI. SECURITY AND REALTY SIGNS:.....	4
VII. TIME SHARING, RENTAL REQUIREMENTS, AND COMMERCIAL USE.....	5
VIII. TRASH REGULATIONS: .....	5
IX. DUMPSTERS, PORTABLE MOVING CONTAINERS, AND THE LIKE.....	5
X. VEHICLE AND PARKING REGULATIONS:.....	5
XI. YARD AND LANDSCAPE REQUIREMENTS:.....	8
XII. PORTABLE BASKETBALL HOOPS AND OTHER TEMPORARY APPARATUS:	9
XIII. HOLIDAY DECORATIONS:.....	9
XIV. OTHER RULES & REGULATIONS: .....	10

## **INTRODUCTION:**

These Rules and Regulations (“Rules”) have been established to serve as guidelines for enjoying the Saddle Peak Community (“Community”) without infringing upon the rights and common benefits of all Owners. In maintaining the quality of the community, observing and enforcing these rules and regulations is the responsibility of each Owner, resident, Tenant, and Guest. The Rules are adopted by the Board of Directors, as authorized by the Declaration of Covenants, Conditions and Restrictions for Saddle Peak at Nevada Trails (the “CC&Rs”). All Owners have been given copies of the Bylaws, the CC&Rs, and the Rules for the Association (“collectively Governing Documents”). Owners are urged to read these documents carefully since they set forth, in complete and detailed form, the rights, duties, and obligations of each Owner.

These Rules do not supersede the CC&Rs, as may be amended. The Rules are limited to, among other things, to supplement and clarify the Governing Documents. If the Rules conflict with the CC&Rs, then the CC&Rs will prevail. Please read these Rules carefully and be sure your family members, guests, and tenants understand the Rules fully. If there are any questions, or if you do not have copies of the Associations’ Governing Documents, please contact your property management company.

The Rules shall govern the conduct and activities of and be binding upon all Owners (“Owners”) and lessees, tenants, and Owner’s and/or tenant’s family (collectively “Residents”), and Owner’s or Resident’s guests and invitees (collectively herein referred to as “Guests”). Owners, Residents and Guests are subject to the provisions of the CC&Rs, these Rules and all other Governing Documents of the Association. Subject to Nevada law, each Owner is responsible for any violations of these Rules and/or any of the other Association’s Governing Documents by the Owner, Resident, or Guests.

### **I. ANIMALS:**

1. The Board can prohibit the keeping of any animal that constitutes, in the reasonable opinion of the Board, a nuisance to any other Owners/Residents.
2. Any litter deposited by pets on lawns, sidewalks, paths, or other Common Elements must be removed immediately by the owner of the animal.
3. Owners/Residents are responsible and liable for any personal injury or property damage caused by their pets.
4. No Owner/Resident may keep more than four (4) ordinary, household pets.
5. All pets must be kept within an enclosure, an enclosed yard, or on a leash held by an individual capable of controlling the animal at all times.
6. No animals of any kind shall be raised, bred, or kept for any commercial purpose on any Unit. Livestock, poultry, or farm animals are strictly prohibited
7. Owners/Residents who are disturbed by an Owner’s/Resident’s pet, are urged to first contact their neighbor. If this effort does not resolve the issue, file a written complaint with the Association and/or contact the Animal Control Department.

## **II. COMMON ELEMENTS:**

1. Each Owner/Resident is liable to the Association for any damage to the Common Element landscaping or equipment that is sustained by the negligence or misconduct of the Owner, Resident or Guests.
2. Owners/Residents can help with the overall maintenance of the Common Elements by reporting any problems to the property management company.

## **III. GARAGE SALES:**

Garage sales are limited to no more than two (2) per household, per year as scheduled by the Association.

## **IV. CONTRUCTION/MAINTENANCE HOURS:**

Construction/Maintenance on any Unit is limited to the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturday and Sunday.

## **V. NOISE CONTROL:**

Owners/Residents are asked to be considerate of those living near you and to keep noise levels as low as possible. Nothing that disrupts the tranquility of the Association or interferes with the quiet enjoyment of other Owners, Residents or Guests shall be permitted.

## **VI. SECURITY AND REALTY SIGNS:**

1. A maximum of one (1) security sign is permitted in the front yard.
2. Security signs may not exceed 8" x 8" and placed no more than three (3) feet away from the house and no more than three (3) feet above the foundation level.
3. Two (2) additional 4" x 4" security decals may be attached to the windows of the house.
4. Realtors/Owners are permitted to display OPEN HOUSE sign in the Common Elements. Each Unit is only permitted one (1) sign advertising per OPEN HOUSE and the OPEN HOUSE signs may only be located on the exterior Common Elements outside Saddle Peak gates.
5. Realty signs must be professional quality and weather resistant material.
6. Owners may only display one (1) temporary for "sale sign" on a Unit. Realty signs may not exceed 18" x 24". Sign posts must be standard 3" in diameter and no more than four (4) feet tall. The post must be made of wood material. "Sold" signs may not be displayed for more than thirty (30) days after the sale of the home.
7. Gate entry codes may not be displayed on any note or sign at the gated entries or on the directories at any time.

## **VII. TIME SHARING, RENTAL REQUIREMENTS, AND COMMERCIAL USE:**

1. No time-sharing of Units is permitted.
2. All Owners must provide their Residents with a copy of the Rules.
3. It is the Owners' responsibility to ensure that all Residents and Guests inhabiting his/her Unit comply with the Association's Governing Documents.
4. No sub-tenancy is allowed. As set forth in Section 9.23 of the CC&Rs, any leasing of a Unit shall be for no less than ninety (90) days. Short term leases of less than ninety (90) days, vacation rentals, and transient rentals are prohibited.

## **VIII. TRASH REGULATIONS:**

1. Refuse, garbage and trash shall be kept at all times in covered, sanitary containers.
2. Trash containers, recycling bins, tree cuttings, or any other debris may be placed by the curb in the "pick up area" twelve (12) hours prior to the day of pickup and must be removed within twelve (12) hours after pick up.
3. The "pick up area" shall be defined as the area adjacent to curbside within two (2) feet of the curb itself.
4. Owners/Residents are responsible for picking up their trash if it is spilled, blown, or otherwise deposited onto a Common Element, another Resident's property or onto the street, and disposing of it in a proper container or receptacle.
5. Trash containers must be covered and kept in a sanitary condition. When not in use, containers can be stored on the side of the home or the rear of the home.
6. Containers stored on the side or rear of the home must not be visible from the street, sidewalk or adjacent property.

## **IX. DUMPSTERS, PORTABLE MOVING CONTAINERS, AND THE LIKE**

Any large containers which cannot be stored within the residence, including but not limited to dumpsters and portable moving containers regardless of ownership, can only be stored on the Owner's/Resident's driveway or on the Common Element area immediately in front of the Unit for not more than seven (7) calendar days. Placing wood boards below the dumpster, portable moving container or such large item is required. Owners/Residents are responsible any damage to the driveway or Common Element that results from such storage.

## **X. VEHICLE AND PARKING REGULATIONS:**

1. There is no overnight on-street parking for any Owner, Resident or Guest vehicles between the hours of 12:00 am to 6:00 am. Owner, Resident or Guest vehicles parked on the street during the prohibited time will be ticketed and/or towed at the sole cost and expense of the

owner of the vehicle. Additionally, fines in the amount of \$100.00 per incident may be imposed against the Owner.

2. All Owners/Residents must utilize their three (3) car garage for a minimum of two (2) vehicles and utilize the driveway for an additional two (2) vehicles for overnight parking from 12:00 a.m. to 6:00 a.m.

3. Owner/Resident vehicles must be registered with the Association per the Association Traffic Safety Policy. A Vehicle Registration Form is available by contacting the Association's Management Company. Owner/Resident vehicles that are validly registered will be eligible to receive an access RFID (Radio Frequency Identification) tag to identify their current registration status and right to access the Association community. The first two RFID tags are free to a new owner. The maximum amount of RFID tags a homeowner/resident can have is three (3). A copy of the vehicle registration showing the vehicle is registered to the homeowner or the resident (if a renter) is required to obtain an RFID tag.

4. Owners/Residents will be assigned one (1) Guest Parking Pass at no charge. Additional or replacement Guest Parking Pass will be issued at a charge of \$15.00 for the first issuance/replacement and \$20.00 for the second replacement and any subsequent replacements, with a maximum of two (2) per Unit. Guest Parking Passes are numbered and assigned to individual Units. Permits are non-transferrable to any other Unit. The number of a lost Guest Parking Pass will be recorded as void and will not be valid.

5. Guest Vehicle(s) with a valid Guest Parking Pass may park on the street(s) overnight between the hours of 12:00 a.m. and 6:00 a.m. for Brief and Limited Visits. All Guests must display a Guest Parking Pass in the front windshield at all times. For purposes of these Rules, "Brief and Limited Visits" means parking for no more than a maximum of three (3) nights and not to exceed parking at any time or portion of a calendar day/night for a total of five (5) calendar days in any given calendar month. No consideration will be given for Guest vehicles coming and going from the Community and/or parked at a different location within the Community. Guest Vehicle(s) parked on Association streets between the hours of 12:00 a.m. and 6:00 a.m. without a Guest Parking Pass will be ticketed and/or towed at the expense of the vehicle owner. Additionally, fines in the amount of \$100.00 per incident may be imposed against the Owner after notice and a hearing.

6. If a Guest Vehicle will remain within the Community for longer than the Brief and Limited Visits parking parameters outlined in Paragraph 5 above, Owner or Resident must request a variance for an extended stay. Such request must be made in writing, in advance, to the Association's Management Company. Approval will be made on an individual basis and will prevent the Guest Vehicle from being counted in the random monitoring during the extended period. Guest Vehicle's must still utilize the assigned Guest Parking Passes. It is the vehicles owner's responsibility to make sure the Guest Parking Pass is readily visible in the front windshield.

7. No Commercial Vehicles as defined in Article 9, Section 9.24 of the CC&Rs or "Commercial Type Vehicles" are permitted to be stored and/or parked within the Community for longer

period than delivering goods or services to residents. "Commercial Type Vehicles" as defined as any van other than one used solely as a family passenger van, even if the vehicle does not have signs or a commercial plate, any vehicle displaying any commercial signage or obviously designed for commercial work, i.e., plumbing trucks, flat beds, trucks with ladders, cleaning equipment or supplies. This provision shall not be applicable to any qualifying vehicles exempted under NRS 116.350.

8. No Recreational Vehicles, including but not limited to, without limitation, motorhomes, buses, trailer coaches, trailers, boats or other watercraft, aircraft or campers or motor vehicles of any type, other than a standard vehicle may be stored or parked on any Unit other than in the garage, except temporarily for the purpose of loading and unloading, not to exceed forty-eight (48) consecutive hours. Temporary variances from the parking restrictions in the CC&Rs are considered on an individual basis and all decisions by the Board of Directors are final. Requests for a variance must be submitted in writing to the Association's Management Company no less than five (5) days prior to the requested time frame of the variance. A submitted request for a variance does not guarantee approval. Owners/Residents must obtain a written response from the Association's Management Company stating the Board's decision. Recreational Vehicles parked on the street without an approved variance are subject to ticketing and towing at the vehicle owner's expense. Additionally, fines in the amount of \$100.00 per occurrence may be imposed against the Owner after notice and a hearing.

9. Parking on the sidewalks is strictly prohibited.

10. Parking of any vehicle on any portion of the landscaped or rock-scaped Common Elements/Units is strictly prohibited.

11. Vehicles parked on the private streets must be parked in the same direction as the flow of traffic.

12. For the safety and welfare of all Owners, Residents and Guests, no vehicle may park within ten (10) feet of any stop sign and/or corner.

13. The maximum speed limit for all vehicles throughout the Community is twenty-five (25) miles per hour. Pedestrians will frequently cross streets within the Community and have the right of way. Motorists are reminded always to drive with caution.

14. Parking on driveways and streets is only permitted for excess operational vehicles. Inoperable vehicles may not be stored in the driveway or on the street. Inoperable vehicles must be stored out of sight.

15. No vehicle or other equipment may be dismantled, repaired, or serviced on any Unit or within the Common Elements of the Community. Minor repairs may be performed within the confines of the Owner's Resident's garage and may not be visible to others.

16. If an Owner, Resident or Guest of the foregoing, park a vehicle in the Common Elements, private streets or within the Units, in violation of any of the aforementioned provisions of the CC&Rs and Rules, as may be amended from time to time, the Board, or any agent acting on

behalf of or at the direction of the Board, shall place written notice (the "Notice") of the parking violation on the vehicle that is improperly parked ("Violating Vehicle"). The Notice shall, among other things, notify the owner or operator of the Violating Vehicle of the nature of the violation of the CC&Rs or the Association's Rules. If the violation is not remedied within forty-eight (48) hours of placement of the Notice on the Violating Vehicle, then the Board shall direct the removal of the Violating Vehicle from the Community. a. Such Notice shall deem to apply for six (6) months after the lapse of the initial forty-eight (48) hours, such that any Violating Vehicle that has been given Notice is found unlawfully parked anywhere in the Community at any time after the lapse of the initial forty-eight (48) hours' Notice may be removed without additional Notice for a period up to six (6) months, at the Board's discretion.

17. Any vehicle parked in the street, deemed to be a nuisance by the Board, including but not limited to abandoned vehicles or vehicles causing damage to the Common Elements (such as oil leaks or other fluids from vehicles) are subject to tow. It is the Owner's/Resident's responsibility to clean-up any damage to the Common Elements and restore the Common Elements to their original condition within twenty-four (24) hours, whether the vehicle is owned by the Owner, Resident or Guest. If the clean-up is not done within (24) hours, the Association will make the necessary repair(s) and/or clean-up and the cost will be billed to the Owner.

18. The Owner of a Unit is responsible for providing notice of these parking and towing Rules, as well as any other provisions of the Association's governing documents to all Residents, Guests, and contractors. For the purpose of these Rules, notice to an Owner shall be deemed to be notice to their respective Residents, Guests, or contractors, of the foregoing.

19. Notwithstanding any of the foregoing provisions to the contrary, if a vehicle is parked in such a manner as to (1) block a fire hydrant, fire lane or parking space designated for the handicapped; or (2) pose an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the Owners or Residents of the Community, then the Board may direct the immediate removal of the Violating Vehicle from the Community. For the purpose of this provision, the Board has determined that any Violating Vehicle parked in such a manner as to impede or restrict the natural flow of street traffic, including blocking the entrance way into or the exit out of the Community, poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the Owners, Residents or Guests of the Community.

20. If a violation occurs of any of the aforementioned provisions, please be advised that any fees and expenses associated with towing a vehicle from the Community shall be at the sole cost and expense of the owner of the vehicle.

## **XI. YARD AND LANDSCAPE REQUIREMENTS:**

1. Landscaping of the Units must be kept neatly trimmed, properly cultivated, and continuously maintained.



2. Each Owner/Resident is responsible for maintaining the sloped banks located within their Unit in a manner that will not damage or interfere with established slope ratios, or create erosion or sliding problems. An exception applies to those slope lands maintained by the Association.
3. Owners/Residents are responsible to replace rockscape as needed to maintain even coverage in all landscaped areas not covered by grass.
4. All trees, plants and/or grass shall be neatly trimmed to prevent them from becoming overgrown. For instance, grass should not exceed a height of three (3) inches.
5. New growth shall be removed from base of trees (sap suckers).
6. Owners/Residents must remove and dispose of debris and fallen plant material, e.g. leaves, grass, trash, from landscape areas. Blowing such debris into the Common Elements or onto another Owner's Unit is not permitted.
7. If trees and/or plants freeze during the winter and do not grow back within four (4) months, they shall be removed and replaced.

## **XII. PORTABLE BASKETBALL HOOPS AND OTHER TEMPORARY APPARATUS:**

Portable basketball hoops and other similar temporary apparatus are prohibited from being kept on any Unit within the Community, unless it cannot be seen from public view. Portable basketball hoops and other similar temporary apparatus are not allowed to be used in the Association's private streets/Common Elements.

## **XIII. HOLIDAY DECORATIONS:**

1. The acceptable time frame for winter holiday decorations is November 15th through January 10th. All other holiday decorations may not be displayed for more than ten (10) days prior to the day of the holiday and must be removed within five (5) days after the holiday. All decorations must be installed and removed accordingly.
2. All holiday lighting must have "UL" or comparable rating. Outdoor lights must be designed for outdoor use.
3. Lights and other decorations may be displayed around window areas or along railings, and must be installed with removable tape or plastic clips that will not damage the mounting surface.
4. No holiday decorations may be placed on any tree, plant, shrub, or bush in or on any Common Element.
5. Owners/Residents must make every effort to ensure that lights, particularly blinking lights or very bright lights, do not disturb other Owners, Residents or Guests. Any disturbance caused by lighting or other decorations must be immediately rectified.

6. Owners/Residents must make every effort to avoid damage to the Common Elements, including holes (however small), tape marks, abrasions, paint removal, etc. Owners/Residents will be held solely responsible for any damage resulting from holiday decorations.

#### **XIV. OTHER RULES & REGULATIONS:**

1. Drone aircrafts are prohibited from being operated in the Community or within the air space above the Association. Temporary exception may be made for the purpose of maintenance of an individual unit with prior board approval
2. Barbeque grills, smokers, deep fryers and other outdoor cooking equipment must solely be used in back yards and should be operated with consideration for neighboring Units. Please mind smoke and odors that could bother others.
3. The use of aerial fireworks is prohibited within the Association.
4. All complaints must be submitted in writing to the Association. An Owner/Resident submitting a complaint must sign the complaint for verification of membership in the Association. Complaints that are not signed or are submitted anonymously will not be acted upon. Complaints may be filed via the Association's website, by email, or by mail to Association's Management Company