

Rules and Regulations
Southgate Condominium Unit-Owners' Association, Inc.
Updated April of 2024

PREAMBLE

The purpose of the Rules and Regulations is to establish basic standards of conduct required of all members, residents and guests of SOUTHGATE CONDOMINIUM UNIT-OWNERS' ASSOCIATION, INC. (the "Association"). The Rules and Regulations are intended to ensure that every member, resident and guest may fully enjoy their individual rights of quiet enjoyment and peaceful occupancy of their condominium unit and their right to the use of the common elements and facilities, without unduly interfering with other's identical rights.

ADMINISTRATION

- A. **The CC&R's**: Prior to the purchase of any condominium unit within the Association, the Developer recorded a Declaration of Covenants, Conditions and Restrictions for Southgate Condominiums ("CC&R's") against all condominium units within the Association. The purpose of the CC&R's is to maintain, protect and enhance the Association including all of the common elements and condominium units within the Project. Each member of the Association is legally bound by the CC&R's.
- B. **The Articles and Bylaws**: The Association is a non-profit corporation organized under Chapter 8I of the Nevada Revised Statutes. The filing of Articles of Incorporation for the Association with the Nevada Secretary of State establishes the Association as a legal entity with all the rights and privileges attendant to a non-profit corporation. The Bylaws of the Association establish that the affairs of the Association are to be managed by a duly elected Board of Directors and set forth their duties and powers.
- C. **Rules and Regulations**: The Board of Directors of the Association is vested with the responsibility to adopt reasonable Rules and Regulations governing the use of condominium units, Association property and the common elements and governing the personal conduct of members, residents and their guests. The CC&R's, Articles of Incorporation, Bylaws, Rules and Regulations are the governing documents for the Association and control its daily affairs.
- D. **Management**: In as much as the Association is a non-profit corporation governed by a volunteer Board of Directors, the governing documents provide for daily regulation of the Association by professional management. The Association Manager reports to and is responsible solely to the Board of Directors. The Association Manager does not make or change Association policies, as such authority is exclusively reserved to the Board of Directors. The Association Manager's responsibility is to assist the Board of Directors in their duty to maintain, protect and enhance the Association.
- E. **Board of Directors**: Board of Directors meetings is held monthly, or as required. Members are welcome to attend as observers: however, participation in Board proceedings is at the discretion of the President.

The governing documents and proper implementation by the Board of Directors working with its Association Manager provides the basis for the Association to maintain, protect and enhance the Association.

MEETING PROCEDURES AND CONDUCT

- A. With the exception of executive session meetings to review litigation issues, violations, delinquencies and other similar matters, board meetings are open to the membership.
- B. If you have an issue that you would like addressed; you must contact the Board of Directors, in writing, at least three (3) weeks prior to a meeting to be placed on the agenda. The Board of Directors will need a detailed description of the issue(s) you wish to discuss. Please realize that the Board may not reach a decision on the issues in question. Additional time may be needed for research to answer your questions.

- C. If you do not have an item on the agenda but wish to attend a Board of Directors meeting, please be advised that owners are NOT permitted to participate in the meetings. However, owners are given a period of time at the beginning and end of each open meeting to address their concerns to the Board.
- D. The Board of Director's has set a strict policy that meetings are recorded solely for the purpose of accurate minute taking and recorded only by the Board. No other person is allowed to record Association meetings. The minutes of a meeting become final and binding once they are approved and signed by the Board. Should you wish to know what transpired at any given meeting please request a copy of the approved minutes.
- E. Any owner, who does not follow these simple rules at any meeting of the Association, will be asked to leave.
- F. There is no need to be placed on the agenda for an Annual Meeting. At every annual meeting, there is a period of open discussion for the owners to ask questions and voice their concerns. Once again, however, please realize that the Board may not reach an immediate decision, as additional time may be needed to research your questions.

OWNER'S RESPONSIBILITIES

It is the responsibility of each owner of a condominium unit to see that all residents, guests and persons inhabiting their condominium unit are in compliance with all governing documents.

- A. The Rules and Regulations set forth below apply to owners, residents and guests of the Association. It is each owner's responsibility to make certain if they lease or rent their condominium unit, that the resident receives a copy of these Rules and Regulations.
- B. Each owner, at his own expense, must keep his condominium unit and all improvements in good order, condition and repair and in a clean and sanitary condition.
- C. Each owner shall provide an update annually on contact information for the unit by completing the associations resident information form. These are issued at time of purchase and annually with the association budget. Completion and submittal of this form is required annually by February 1st.

ARCHITECTURAL CONTROL

- A. No change shall be made to the exterior of the condominium unit or the design of any structure without written approval from the Board of Directors or Architectural Review Committee. This includes but is not limited to landscaping, fences, ornamental screens, awnings, screen doors, patio covers, sunshades, porches, decks, solar coverings, chimneys, and other modifications, which would affect appearance, safety, access or common elements.

USE OF COMMON ELEMENTS

- A. The Developer has provided and the Association will continue to maintain common elements which include entry gates, pools, spa and clubhouse. Usage of these areas is on a first come first serve basis.
- B. Common elements may not be used for storage or parking purposes, nor in any manner, which would increase the rate of insurance.
- C. No activity is permitted which causes damage to or defaces common elements and improvements thereon. Individuals responsible for any such damage will be expected to reimburse the Association for all expenses incurred in the replacement or restoration of damaged items.
- D. No planting may be done in the common elements by any owner, except at the direction of the Board of Directors.
- E. Vehicular gate access and access to the common elements are controlled through individually assigned access codes per unit. Codes that have been written on the entry system, or owners found to be permitting non-residents use of the common elements, may result in a violation to the unit and/or a revocation of the unit's access code.
- F. New owners of single bedroom units will receive 1 fob from the association, and new owners of two- and three-bedroom units will receive 2 fobs. Replacement fobs may be purchased for \$10.
- G. Fobs are assigned to the associated unit and may be deactivated to access common elements if the Rules and Regulations of the association are not adhered to.
- H. Lost or stolen fobs must be immediately reported to management for deactivation. Fobs may be reactivated if they are relocated by the owner.

- I. Owners and valid tenants may not share their fobs with guests and must be present to access common elements.

EXTERIOR MAINTENANCE AND REPAIR

- A. All condominium units must be maintained in a neat, sanitary and attractive condition at all times. No storage of any kind is permitted on the exterior front portion, patio or balcony of any condominium unit.
- B. Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of windows or balconies. No objects shall be hung from balconies or window sills; except that unit owners may display one (1) portable, removable United States flag in a respectful way. On Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day unit owners may display portable, removable official flags, not larger than 4-1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard. Unit owners shall not throw cigars, cigarettes or any other object from balconies, doors or windows. No cooking shall be permitted on any balcony.
- C. Nothing shall be placed in the storage areas, if any, which would create a fire hazard.
- D. Bicycles must be placed or stored in the designated areas, if any.
- E. Animal waste must be removed daily and properly disposed of on a regular basis and may not accumulate on a condominium unit causing or creating an offensive odor.
- F. No improvement, painting, excavation or other work that alters the exterior appearance of a condominium unit is permitted to be made without obtaining prior written approval from the Board of Directors/Architectural Committee.

HOLIDAY DECORATIONS

- A. Holiday decorations are permitted. They may be placed four (4) weeks prior to the holiday and removed two (2) weeks following the holiday.
- B. No decorations may be placed or erected on the common elements, which would interfere in any way with the maintenance of such.

INSURANCE

- A. Nothing is permitted to be kept or done within a condominium unit or in the Project that would increase or cause the cancellation of insurance pertaining to any portion of the Project.
- B. Homeowners are responsible for insuring the interior of their units and working with their insurance agent to determine insurance policy needs for proper coverage.
- C. If there is an insurable loss within a unit, the owner(s) of the effected unit(s) will be responsible for the amount of the insurance deductible.

NUISANCES/EXCESSIVE NOISE

- A. No odor is permitted to arise from any condominium unit. No condominium unit at any time is permitted to be or become unsanitary, unsightly or offensive to any other condominium unit or owner.
- B. No noxious, offensive trade or activity shall be carried on upon a condominium unit, nor shall anything be done which may be or become an annoyance or nuisance to neighbors.
- C. Loud noises, external speakers, horns, bells or other sound devices (other than security devices used exclusively for such) are not permitted.
- D. Noisy or smokey vehicles, large power equipment or items which may interfere with television or radio reception of any owner, is not permitted to be used or located on any portion of a condominium unit.
- E. The Board shall have the right to determine, in accordance with the governing documents, the definition of a nuisance.

PARKING AND VEHICULAR RESTRICTIONS

- A. MAXIMUM SPEED LIMIT IS FIFTEEN (15) MILES PER HOUR THROUGHOUT THE PROPERTY.
- B. The following vehicles are not permitted to be parked within the property including, but not limited to a mobile home, truck over one-ton, commercial van, vehicle with commercial writing, recreational vehicle, boat, trailer, camper, motorhome or other reasonably similar vehicles. Temporary parking for deliveries, loading and unloading, repairs, maintenance and other purposes is permitted. STREET PARKING IS PERMITTED WHERE NOT RESTRICTED.

- C. No repairs, dismantling or work may be performed on any vehicle in the Project, regardless of whether the vehicle is in a garage or parking space. Furthermore, no commercial activity of any kind may take place in any garage.
- D. Inoperable, disabled, non-registered or unlicensed vehicles are not permitted to park anywhere on the property, and will be towed in accordance with State towing regulations.
- E. "Visitor" indicated spaces in the community are not for the use of storing additional vehicles. Vehicles parked in a Visitor space for longer than 72 hours without prior written approval will be subject to the tag and towing process.
- F. Parking is not permitted on what is considered to be a "landscaped" area. No vehicles of any kind are permitted to be driven on any portion of unimproved or vacant area within the Association.
- G. No vehicle shall be parked so as to impede the normal flow of traffic or block access to other resident access ways.
- H. Dirt bikes, motorized skateboards, go carts and similar unlicensed vehicles will not be operated anywhere in the Project, including streets therein.
- I. Licensed motorcycles anywhere in the complex shall be operated at low RPM engine speed to minimize noise pollution.
- J. Vehicles which leak fluids, are not permitted to park on the street. Any fluids that are leaked onto the streets and/or carports must be removed immediately at the owner's expense.
- K. Garages may be used only for the storage of a vehicle. No gas or other fuel may be stored on any part of the Project. Garage doors shall be kept closed, except for those periods reasonably necessary for entry and exit of vehicles, cleaning, removing trash, or other similar residential household purposes.
- L. Garages within the community are Limited Common Elements and installation of any additional electrical outlets, extension cords for additional power, or electrical vehicle charging is strictly prohibited as we do not have the infrastructure to support the additional power.
- M. Garages are to be used for storing vehicles and bicycles. Garages are not to be used for electrical access for interior household use, such as extension cords, refrigerators, TV's, etc. The electrical provided in the garages is intended for the garage door operation only. Garages are also not to be used as a living unit of any kind or storage due to fire hazards for surrounding units. Garage inspections will be done from time to time to ensure compliance and identify safety issues.

PETS

- A. Only one household pet which weighs no more than thirty-five (35) pounds at maturity, are permitted.
- B. Pets must be kept within an enclosure or on a leash or other restraint being controlled by a person capable of controlling such animal at all times.
- C. Pets are not permitted to be left unattended in any common elements.
- D. Pets are not permitted to cause or create a nuisance or disturbance to other neighbors.
- E. Barking, whining, etc. should be reported to Animal Control at the time the infraction occurs.
- F. Pet owners are responsible for immediate removal of any waste from their pet on common elements or other owner's property.
- G. No dog or other animal is allowed inside any pool/spa area enclosure at any time.
- H. All animals must have a current license and updated vaccinations.

POOL/SPA AREA

- A. The swimming pool/spa area is for the use and enjoyment of all residents. The use of these facilities is a privilege. Owners are responsible for any damage or misconduct attributed to their tenants and/or guests.
- B. Residents may bring a maximum of four (4) guests per residence to the pool/spa area. Additional guests must be authorized in writing in advance by the Board of Directors. Guests must be accompanied by a resident at all times. Pool gate-fobs may only be used by residents.
- C. The pool is open from 8:00 a.m. through 10:00 p.m. Noise of any kind is prohibited between the hours of 10:00 p.m. and 8:00 a.m. Only radios and stereos that are battery operated, with headphones, are allowed in the area.
- D. Unruly behavior, unsafe or offensive conduct, rowdiness, unnecessary noise, jumping or interference with other persons in the pool/spa area is prohibited. No running, pushing, cannonballing, or splashing is allowed in the pool/spa area. DIVING INTO THE POOL IS PROHIBITED.

- E. The Association does not provide lifeguards. All persons using the pool do so at their own risk. The Association does not assume any liability in this regard. Any life saving equipment and first aid supplies are for emergency use only.
- F. Glass bottles, containers or other breakable items are prohibited in pool/spa area. Eating, smoking, or drinking beverages in the pool is prohibited. Drinking beverages, eating, and smoking are permitted only in lounging areas.
- G. Alcoholic beverages are prohibited in pool/spa area. Persons under the influence of alcohol are not permitted in the pool/spa area.
- H. For health and safety reasons, persons under the age of fourteen (14) are not allowed in the pool/spa area unless under the direct supervision of a parent or adult guardian at all times.
- I. Rafts or inflatable devices (including without limitation inflatable "beach" balls) are prohibited. No Styrofoam objects may be used in or around the pool/spa area. Bringing or throwing into the pool or onto the deck any objects that may in any way carry contamination endanger the health or safety of bathers or produce unsightliness is prohibited.
- J. All persons must shower before entering the pool. Persons using suntan oils or lotions must remove all excess oil or lotion prior to entering the pool. All persons using the pool must wear swimming attire; street clothes are prohibited. Persons with long hair must wear a bathing cap or otherwise reasonably contain their hair.
- K. Persons suffering from a cold, fever, cough, skin disease, sores, inflamed eyes, nasal or ear discharges, or any communicable diseases are prohibited from using the pool or entering the pool/spa area.
- L. Gates to the pool/spa -area must remain closed and locked at all times. Interfering with the automatic gate closures and/or climbing over the pool/spa area fence is prohibited.
- M. Adjustment of any control or equipment regulating the pool/spa or lights or other common elements services is prohibited.
- N. Animals are not permitted within the pool/spa area, with the exception of trained animals accompanying a handicapped person. Such animal is prohibited from entering the pool/spa.
- O. Towels or garments may not be hung on the pool/spa area fence. When leaving the pool/spa area, all trash and personal items must be removed.
- P. The patio furniture may not be placed in the pool/spa and may not be removed from the pool/spa area.
- Q. Pool/spa use is strictly governed by state and county ordinance (NAC Chapter 444). In the event of conflict between such laws and these rules, the provisions of the law shall prevail.
- R. The telephone installed at the pool/spa area is for emergency calls to 911 only.

Violations of the foregoing Pool/Spa provisions may result in a penalty assessment, restriction from use of the Project amenities and/or prosecution. Any person who refuses to comply with any regulation governing a public bathing or swimming facility or any rule of that facility must be excluded from the premises and Management shall promptly bring any action necessary to prosecute or eject from the premises any such person. BOARD OF HEALTH, PUBLIC BATHING PLACES Art 39 & 39.7, eff. 05/21/74 (NACA 11/01/88).

SIGNS

- A. No signs are permitted on or in any condominium unit or the common elements.

RESIDENTIAL USE

- A. Each condominium unit may only be used for single family residential purposes and timesharing is not permitted.
- B. No industry, business, trade or commercial activities shall be conducted, maintained or permitted on any portion of a condominium unit unless (a) is conducted in conformance with all applicable governmental ordinances; (b) the patrons or clientele of such activities do not visit" the condominium unit or park automobiles or other vehicles within the Property; (c) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the condominium unit; (d) no such activity increases the liability or casualty insurance obligation or premium of the Association; and (e) such activities are consistent with the residential character of the Project.

TENANTS

A condominium unit may not be leased or rented for a term less than thirty (30) days. All leases and rental agreements shall be in writing and are subject to the CC&R's. Owners are responsible for the action of their tenant(s). Any owner leasing or renting their property must comply with the following:

1. Provide management with a copy of a completed lease and/or rental agreement. The owner is responsible for keeping the form updated. (Forms are available through management and may be duplicated for future use). The Tenant's name will not be put into the entry gate system until a copy of the lease and/or rental agreement is provided to management.
2. Provide tenant(s) with a copy of the CC&R's and Rules and Regulations. (Receipt signatures to the Association).
3. Advise tenant(s) that they are jointly and severally liable and accountable for any infractions of the CC&R's or Rules and Regulations. This does not absolve the owner of liability.
4. The Association is not responsible for providing-fobs to the common elements. The owner must provide these, at their expense.

TRASH

- A. All rubbish, trash and garbage shall be regularly removed from condominium units by the owners or tenants thereof and shall not be allowed to accumulate thereon. Trash shall be placed in the provided trash dumpsters.

UNSIGHTLY ARTICLES

- A. No unsightly articles are permitted to be visible from any street, condominium unit or common elements including clotheslines, refuse, storage on patios, etc.
- B. Determination of unsightly articles is at the sole discretion of the Board of Directors.

WINDOWS

- A. Acceptable window coverings are vertical blinds, mini-blinds and draperies with white or off-white backing.
- B. Items including, but not limited to aluminum foil, newspaper, sheets, cardboard, reflective tint, paint, etc. are not permitted to be used as window coverings.

PENALTY POLICIES AND PROCEDURES: The Board of Directors of the Association has been granted the responsibility to conduct, manage and control the affairs and business of the Association, and to adopt reasonable rules and regulations governing, among other things, the use and occupancy for the condominium units and common elements within the Project. The Board is also responsible for enforcing the Restrictions found in the CC&R's.

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 CC&R's now in force or as amended hereafter, and for the Rules as may be hereinafter adopted, amended, or repealed.

- A. PENALTIES: Non-compliance with the CC&R's, Rules and Regulations and/or any other policy duly adopted by the Board of Directors are subject to the following penalties:
 1. First violation notice - Request for Compliance sent without a monetary penalty.
 - a. Owner must do one of the following:
 - i. Comply with Request for Compliance within ten (10) days.
 - ii. Notify the Board within ten (10) days of corrective action to be taken.
 - iii. Request a Hearing before the Board of Directors or its designee, by noting such on the Correction Notice and returning it within ten (10) days.
 - b. If the owner fails to do one of the above, a "Second Request for Compliance" will be sent.
 2. Second violation notice - Second Request for Compliance sent and Owner assessed a violation assessment of up to \$500.00 per violation which is due and payable within thirty (30) days. If a fine is imposed and the violation is not cured within fourteen (14) days the violation shall be deemed a continuing violation. Thereafter, the board may impose an additional fine for the violation for each seven-day period of portion thereof that the violation is not cured. This additional fine may be imposed without notice and without an opportunity to be heard.
 - a. Owner may do the following:
 - i. Pay the violation assessment within thirty (30) days or a lien will be filed against the property.

- ii. Make an Appeal within fifteen days from the date of the decision, in writing. If the Board of Directors holds the hearings, then there is no appeal process.
 3. A violation shall be deemed to be a second violation when the Association reaches written complaint/s or when such violation is noted during a routine inspection of the Project after the first compliance request was sent and expected to be received by the offending member and remedied.
 4. The Board of Directors may appoint a committee of members to give notice, hold the hearing, and/or recommend appropriate sanctions.
- B. PROCEDURES: At the time of a second violation, the offending member is subject to a violation assessment of up to \$500.00 per violation. The offending member has the opportunity to request a hearing before the Board of Directors or its designee. The offending member may be heard in person or through a representative at a hearing, as herein outlined.
 1. NOTICE:
 - a. Upon receipt of a written report or during a routine inspection an alleged violation of the CC&R's, Rules and Regulations and/or any policy by a member, guest or minor children, the Board will issue a Request for Compliance.
 - b. The Association member is required to respond in writing of an alleged violation by returning the Correction Response, which is sent with the "Request for Compliance". Such response must be received by the Association within ten (10) days evidencing that the member has taken action to correct the violation or request a Hearing before the Board of Directors.
 - c. If the offending member fails to respond to the "Request for Compliance", a "Second Request for Compliance" is sent and the offending member is subject to a violation assessment of up to \$100.00 per violation.
 2. HEARING:
 - a. The offending member has the opportunity to request a Hearing before the Board of Directors after receiving the "Request for Compliance". This must be received within ten (10) days of the letter date
 - b. At the hearing, the offending member may present any evidence or make any statement relating to the alleged violation, either in person or through a personal representative.
 - c. The Board of Directors or its designee shall have the right to limit the time of the hearing and limit the time in which any evidence may be presented.
 - d. The offending member will receive, in writing, the decision made by the Board of Directors or its designee regarding the outcome of the hearing.
 3. VIOLATION:
 - a. Upon hearing the evidence or reviewing any correspondence, the Board of Directors or its designee may, by a majority vote:
 - i. Find that no violation exists, or
 - ii. Find that the member is in violation and impose the penalty as set forth hereinafter.
 - iii. Grant the offending member additional time in which to comply.
 4. PENALTY:
 - a. In the event it is determined that a violation exists or was committed, the Board of Directors or its designee may implement the following penalties:
 - i. Assess a violation assessment of up to \$100.00 per violation.
 - ii. Suspend the member's voting privileges.
 - iii. May enter upon a condominium unit to make the necessary repairs or to perform maintenance and specially assess the member for any amounts expended as provided for in the CC&R's.

- iv. Suspend the member's ability to obtain architectural approval unless submitted to comply with said violation.
5. APPEAL:
- a. If the Board of Directors appoints a Committee to hold the hearings, then the owners shall have a right to appeal the decision of the Committee to the Board of Directors. The Appeal process is as follows:
 - i. Within 15 days from the date of the decision of the Committee, the Owner must submit, his appeal in writing.
 - ii. The Board may or may not ask the owner to attend a meeting to discuss such.
 - b. If the Board of Directors holds the hearings, then there is no appeal process.
6. NON-COMPLIANCE:
- a. 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 CC&R's, including, but not limited to, recording a lien against the member's condominium unit in the project for the failure to pay the monetary penalty imposed.
 - b. If any member accused of a violation of the CC&R's, Rules and Regulations any other policy duly adopted by the Board, request a hearing before the Board and fails to appear for the hearing, the member has waived all future rights to a hearing for the particular alleged violation. The Board or its designee shall proceed in their absence, and make a determination based on the facts presented.

XXI. ASSESSMENT COLLECTION

- A. The annual assessment, as referred to by the governing documents shall be due in monthly installments on the 1st day of the month for which it applies and if not paid in full by the fifteenth (15th) of the month, a late fee of \$10.00 shall be added to the amount of said installment.
- B. The following procedure for collection shall be initiated on all delinquent assessments:
 - 1. 15 days delinquent: \$10.00 late fee added to the amount of said installment.
 - 2. 60 days delinquent: Letter of Intent to Lien to Owner by postage prepaid, Return Receipt Requested mail.
 - 3. After ninety (90) day's delinquency, the account will be turned over to an attorney, escrow or title company for filing of alien and foreclosure proceedings.
- C. All expenses and interest incurred for the collection of a delinquent assessment shall be the sole responsibility of the property owner and payable prior to release of the lien.
- D. Good Faith Agreements to resolve delinquent assessment after the filing of lien, may be considered by the Board of Directors on an individual basis. Initiation and responsibility of such agreement shall rest solely with the property owner and shall in no way relieve the owner of any expenses incurred or accruing.
- E. All payments will be applied to the delinquent account in the following order:
 - 1. Legal Fees
 - 2. Late Charges
 - 3. Past Due Assessments
 - 4. Current Assessments

THESE RULES AND REGULATIONS ARE SUBJECT TO CHANGES, ADDITIONS, AND/OR AMENDMENTS BY THE BOARD OF DIRECTORS.