

**SPRING OAKS
VILLAGE
Homeowners
Association**

**RULES AND
REGULATIONS**

Adopted by the Spring Oaks Village Homeowners Association

March 26, 2013

SPRING OAKS VILLAGE HOMEOWNERS ASSOCIATION

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SPRING OAKS VILLAGE HOMEOWNERS ASSOCIATION

INTRODUCTION

Spring Oaks Village Homeowners Association is a planned unit development common interest association organized under Nevada Revised Statutes and incorporated as a nonprofit corporation. The purpose of the Association is to provide for the management, administration, maintenance, preservation and improvement of the development and enforcement of the CC&Rs. All owners are members of the Association.

The governing documents of the Association consist of the Articles of Incorporation, Bylaws, Declaration (CC&Rs) and Rules and Regulations. Common Interest Associations are further regulated by Nevada Revised Statute 116. Article III Section 3.6 of the CC&R's authorizes the Board of Director's to adopt rules in accordance with the provisions of the Project Documents. These Rules and Regulations must be consistent with the Articles of Incorporation, Bylaws, Declaration (CC&Rs) and the law.

The Rules are based on the Bylaws and CC&Rs, and are intended to promote harmonious community living and protect the common investment made by all owners. Living in a common interest community requires that each owner, resident and guest show consideration for all others, and follow a standard of conduct that allows each to enjoy their individual rights without infringing on the same rights of others. Common sense should prevail.

Self-government of the community requires acceptance of restraints on all individual desires and lifestyles. The Association is governed by a five (5) member volunteer Board of Director's. The management company, through a contract with the Association, assists the Board of Director's with the daily operation of the Association.

The Board of Director's may amend these Rules and Regulations after notice to the membership as required by law.

It is the responsibility of each Owner to furnish a copy of these Rules and Regulations to their tenants/and or guests. The Owner will be held responsible for the actions of tenants and guests and is subject to any enforcement action for violations of the governing documents.

SPRING OAKS VILLAGE HOMEOWNERS ASSOCIATION

I ARCHITECTURAL POLICIES AND GUIDELINES

- a. **Solar screens**, screen doors, and security doors are permitted if they are consistent with the color, structure, and design of others throughout the property. Homeowners are responsible for their maintenance.
- b. **Awnings and patio covers** are permitted with prior Board approval if they meet County Building codes and blend with building architecture. Homeowners are responsible for their maintenance.
- c. **Window treatment**, other than draperies, curtains, or blinds, requires Board approval. Aluminum foil, sheets, blankets and similar materials are not permitted in any window, including garages. Window tinting (light, medium, or dark smoke grey) is permitted.
- d. **Exterior security bars** on unit windows are not permitted if they are visible from common areas. Other locations must have Board approval prior to installation.
- e. **Spas, hot tubs, and pools** are not permitted in patios or backyards. Non-permanent wading pools, waterfalls, and water fountains are permitted. Permanent ponds require Board approval.
- f. **Basketball backboards** and any other type of playground equipment must not be attached to any building or be erected in any common area or backyard.
- g. **Outside antennae and flagpoles** are not permitted. Satellite dishes are permitted with prior Board approval of the location.
- h. **Holiday decorations** may not be displayed more than thirty (30) days prior to, or more than fourteen (14) days following, any given holiday. Decorations must never be attached to the stucco walls or tile roofs of any building. Freestanding decorations may not exceed a total dimension of four (4) square feet (combined width, length, and height). It is permissible to decorate outside plants with lights; however, the individual resident is responsible for any damage caused to such plants. The Board of directors retains the right to require the immediate removal of any decorations it deems inappropriate or unsightly.
 1. Decorative items may not be attached to any exterior walls in any way.

II HOMEOWNER RESPONSIBILITIES

- a. **Backyards** must be kept in a well maintained manner. Vines are not permitted on buildings or walls, and shrubs, bushes, or trees must be at least six (6) inches from walls and air conditioners. The Board has the right to have backyards cleaned up at owner's expense after being called to a hearing.
- b. **Garage doors** must be kept closed at all times except for ingress or egress. Garage doors may be opened in the summer months only enough to allow air flow. (no more than one panel)
- c. **Mail Box keys** are the owner's responsibility to replace or rekey the lock.
- d. **Insurance** on individual units will be maintained by each owner. The HOA maintains blanket coverage on the exterior of the buildings and owners are responsible for the interior of the units. If there is an insurable loss the owner/owners of the effected units will be responsible for the amount of the insurance deductible which is currently \$10,000.00. It is highly recommended that you ask your insurance carrier for an H06 policy that would cover the amount of the deductible that you could possibly be responsible for.

SPRING OAKS VILLAGE HOMEOWNERS ASSOCIATION

III USE OF UNITS & COMMON AREAS

- a. **Quiet hours** are from 11:00 pm to 9:00 am and must be observed in all facilities and common areas. Music, shouting, loud talking and other disruptive noises are not permitted during quiet hours.
- b. **Trash and garbage** must be placed in covered trash cans or tightly secured heavy-duty trash bags. Items that can spill or cause odors must be tightly wrapped or enclosed to avoid attracting vermin or insects. Residents must clean up garbage that falls or blows out of bags or containers not properly secured. Trash is not to be put out more than twelve (12) hours prior to the scheduled Pick-up times. Containers must be removed and stored out of sight within twelve (12) Hours after the pick-up time, and must be stored out of sight on non-trash days.
- c. **Individual Garage Sales** are not permitted within the community. From time to time the Board may schedule a Community Wide Garage Sale that individual owners may participate in
- d. **Feeding of birds/animals** is not permitted in backyards or commons (with the exception of hummingbird feeders).
- e. **Washing of vehicles** is permitted in the car wash area of the RV lot only.
- f. **Signs within the community.** Only "For Rent", "For Sale", Neighborhood Watch or protection agency signs are allowed. "For Rent" and "For Sale" signs must be placed in the unit's window and may not be placed on the exterior of the building or on the exterior of any doors. Signs or notices may be posted by residents on the bulletin boards in the common area for a maximum of two weeks. They must reflect the date posted and the name of the person posting them. The board has the right to remove notices, including those from non-resident vendors. Residents will be notified of why their notices were removed.
- g. **BBQ grills** (using fossil fuels) are not permitted on balconies or within ten (10) feet of any wall. Electric BBQ grills are permitted on balconies and within ten (10) feet of any walls.
- h. **Ball playing** of any type, skateboards, and the use of Frisbees are not permitted anywhere within the community.
- i. **No wheeled self-propelled or motorized vehicles (bicycles may be walked but not ridden) on sidewalks**
- j. **Drones- Drones are prohibited from flying over the property.**

IV PET RESTRICTIONS

- a. A maximum of two (2) common household pets, weighting 35 pounds or less, are permitted in each unit (excluding caged birds or fish)
- b. Hoofed animals, poisonous, or dangerous snakes, spiders, or reptiles are not permitted.
- c. Dogs and cats must be leashed and under the direct control of their owner when in the common areas.
- d. Residents must clean up after their pets immediately in the common areas and **Daily in the backyards.**
- e. Residents must not feed or leave pet food in the backyards or common areas.
- f. Pets must not make excessive noise, act in an aggressive manner, or be a nuisance.
- g. Pets must comply with the Clark County licensing and health regulations.

SPRING OAKS VILLAGE HOMEOWNERS ASSOCIATION
CLUBHOUSE / FITNESS ROOM RULES

V

- a. The Clubhouse is not to be rented or used for commercial purposes.
- b. The ability for owners to purchase a Key to the Clubhouse will be at the discretion of the Board of Directors and the Board will determine the cost, if any, of the key.
- c. Owners (and tenants with a current lease on file with the management company) may reserve the clubhouse for exclusive use (*making it unavailable to the other residents*).
- d. Reservations for exclusive use must be made at least seven (7) days in advance.
- e. There is a security deposit required for all Exclusive use reservations. The deposit amount is \$125.00. \$100.00 of the deposit is refundable, upon written request, after the event is over and the room has been checked for damage and cleanliness.
- f. Homeowners will be held responsible for any misconduct or damages caused by their guests, their tenants and their tenant's guests. Costs will be deducted from the security deposit. Any damages in excess of the deposit will be the responsibility of the unit owner and may be added to their assessment account as a special assessment after notification and hearing per NRS 116.
- g. Children under the age of fourteen (14) are not permitted in the Clubhouse or Fitness room unless accompanied by an adult age eighteen (18) or older, who is a resident of a unit within the community.
- h. Smoking is not permitted in the Clubhouse.
- i. Persons in wet bathing suits or who have lotions or oils on them are not permitted in the Clubhouse.
- j. Furniture moved during Clubhouse usage must be returned to its original location.
- k. Residents using the Clubhouse must ensure that the lights, heating or air conditioning are turned off and that the doors are securely locked.
- l. Residents using the Clubhouse must ensure that all trash has been removed and Discarded before leaving the Clubhouse.
- m. Residents using the Clubhouse must assure that the pool entry gate on the west side of the Clubhouse is locked while the Clubhouse is in use.
- n. The Fitness room is unsupervised and for the use of the residents and their guests only.
- o. Persons using the exercise room do so at their own risk and the Association does not assume any liability in this regard.

VI **POOL AND SPA**

- a. The swimming pool and spa are for the use of residents and their guests.
- b. Homeowners are responsible for any damages due to misconduct caused by their tenants or guests.
- c. Residents must enter the pool enclosure via the locked gates only. The gates must be closed tightly after entering and exiting the pool enclosure.
- d. Food and smoking are not permitted within the pool and spa enclosure.
- e. The association does not provide lifeguards. Persons using the pool and spa do so at their own risk. The association does not assume any liability in this regard.
- f. Persons wearing diapers are not permitted in the swimming pool or spa.
- g. Persons under the age of fourteen (14) are not permitted in the pool enclosure unless accompanied by a resident age eighteen (18) or older.
- h. No glass, ceramic or breakable items are permitted within the pool enclosure area.

SPRING OAKS VILLAGE HOMEOWNERS ASSOCIATION
POOL AND SPA CONTINUED

- i. Persons using lotions or oils must cover the poolside furniture or pads with towels or protective materials.
- j. Persons using lotions or oils must shower off *the* lotion or oils prior to entering the pool or spa.
- k. Soap and or shampoo may not be used in the pool or spa.
- I. There is NO Diving, running, pushing, cannon-balling, or excessive splashing in or around the pool and spa areas.
- m. Radios and other sound-producing devices are not permitted within the pool and spa enclosure except with the use of earphones.
- n. Pets are not permitted within the pool enclosure area. (Except for ADA service animals - documentation must be brought to the pool with the animal)
- o. Tampering with or adjusting any control regulating the pool, spa or lights is not permitted. Only the spa running times may be adjusted.
- p. Lifesaving equipment is not to be used except in emergencies.
- q. Poolside furniture must not be removed from within the pool and spa enclosure.
- r. Only proper swimwear is permissible in the pool or spa. No cut *off* shorts are permitted.
- s. Persons under the influence of liquor are not permitted in the pool or spa.
- t. The pool and spa must be vacated upon request for servicing and cleaning.

VII PARKING

- a. Residents having up to two vehicles MUST park both vehicles in their garage.
- b. Resident vehicles may be parked in guest or RV lots for up to a maximum of 24 hours while garages are being cleaned or used for other than parking purposes.
- c. The RV lot is now RV/Guest Parking
- d. Residents having more than two registered vehicles must provide Management with proof of ownership for all vehicles (a copy of each vehicle's current registration) and may purchase a permit to park their third vehicle in the guest or RV lots. The permit MUST be displayed anytime the vehicle is parked in the guest or RV lot. Permits must be applied for annually and expire December 31 of the year they were purchased.
- e. The designated Guest Handicap parking spaces are for guests only. If you have Three vehicles and are handicap you **must** purchase a third vehicle parking permit. It is preferred that you park in one of the other open parking spaces leaving the few handicap spaces there are for handicap guests of residents.
- f. Permit (3rd vehicle) may park in the guest/RV parking for a maximum of 24 hours.
- g. Guest parking for longer than 24 hours, must place a notice on the dashboard of the guest's vehicle. The notice must be 8 ½ "X 11" and MUST state the unit number that the guest is visiting and the duration of the visit no longer than a week.
- h. Parking of RV's, boats, trailers, or motor homes, commercial vehicles (any vehicle with advertising signage), or oversized vehicles (any vehicle over twenty (20) feet in length) are only permitted in the RV lot.
- i. RV's, boats, trailers, motor homes, commercial vehicles and oversized vehicles parked in the RV lot MUST **submit a copy of the current registration yearly.**
- j. The owner of any RV, boat, trailer or motor home parked in the RV lot MUST put their unit number on the vehicle where it is easily visible.
- k. RV's have priority over other vehicles parked in the RV lot.
- l. Parking spaces against the West wall of the RV lot are for RV's only.

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PARKING CONTINUED

- m. Parking in the RV lot is limited to one RV or vehicle per unit.
- I. Vehicles must be parked in marked spaces only and may not be parked in front of garages, driveways, or in streets (except for short-term loading or unloading).
- m. Vehicles parked in handicapped spaces must display handicap permits as required by state law.
- n. Residents must immediately take steps to repair vehicles leaking fluids, and are responsible for cleaning up any fluids that have leaked on the pavement.
- o. Inoperable or unlicensed vehicles must not be parked or stored anywhere on the property.
- p. The Association is not responsible for any damages to, or losses from, vehicles parked anywhere within the Spring Oaks Village complex.
- q. **Vehicles in violation of these Rules are subject to fines and/or being towed at the owner's expense.**

VIII RENTAL RESTRICTIONS

- a. This association has a 10% rental cap therefore only 13 units may be rented out at any given time. Units purchased prior to 2004 are "grandfathered in" and are not subject to the 10% rental cap. If at any time the original owner sells their unit, it is no longer "grandfathered in" and is subject to the 10% rental cap.
- b. Any unit being rented MUST provide to management a copy of the current signed lease. The lease term may not be for anything less than six (6) months.
- c. Owners are responsible to provide their tenants with a copy of the rules and regulations of the community. A signed acknowledgement on the part of the tenant, that they have received a copy of the rules and regulations and that they will abide by them must be contained in the lease contract.
- d. If the owner utilizes the services of a Property Management Company, a copy of that contract must be submitted to the HOA manager and must contain contact information for the Property manager.
- e. If a unit's owner wishes to rent out their unit they MUST contact Management prior to doing so to verify if the rental cap has been met.
- f. If the rental cap has been met the owner may request in writing to be placed on the waiting list.
- g. Once an owner is placed on the waiting list they will remain there until one of the following happens. (1) The number of units being rented falls below 13; (2) They request to be removed. (3) They sell their unit.
- h. Once the number of rented units drops below 13, management will contact the first person on the "Rental waiting list" via certified and regular mail and advise them that they may now rent their unit. The owner will be given sixty (60) days to find a tenant and sign a rental agreement.
- i. A copy of the rental agreement MUST be submitted to management at least five (5) Working days before the tenant moves in.

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RENTAL RESTRICTIONS CONTINUED

- j. If the owner has not obtained a tenant and or submitted a copy of the lease to management within 60 days of the date of the certified letter, they may request **in writing** for a thirty (30) day extension to obtain suitable tenants. If the owner does not request in writing for an extensions or if at the end of the requested extension the owner has not signed and submitted a rental agreement they will no longer be eligible to rent and management will contact the next person on the list. A letter sent via certified and regular mail will be sent to the owner explaining why they are no longer eligible to rent and that should they do so they will be in violation of the rental restrictions and subject to a fine of \$100 per week.
- k. If an owner becomes eligible to rent but they are not ready to rent, they may request in writing to be placed back on the rental waiting list.
- l. If an owner is currently part of the 10% rental cap, they **MUST** submit a copy of a current lease to the management company every year. If they fail to do so they may be called to a hearing and face losing their eligibility to rent.
- m. When the tenant of a unit moves out or will be moving out the owner of that unit **MUST** notify management immediately that their tenant moved out or will be moving out and give the move out date.
- n. Once the tenant moves out the owner has sixty (60) days to get another tenant into the unit and provide management with a copy of the signed lease at least five business days prior to the tenant moving in.
- o. If the owner fails to provide management with a signed copy of the lease at the end of the sixty (60) days the owner may request **in writing** for a thirty (30) day extension to obtain suitable tenants. Owners will be afforded only one (1) thirty (30) Day extension to find a suitable tenant and sign a rental agreement. If the owner does not request in writing for any extension or if at the end of the requested extension the owner has not signed and submitted a rental agreement they will no longer be eligible to rent. A letter will be sent via certified and regular mail to the owner explaining why they are no longer eligible to rent and that should they do so they will be in violation of the rental restrictions and subject to a fine of \$100 per week.

IX VIOLATIONS

- a. Any complaints of any violations of the Rules and Regulations must be submitted to the management company in writing. It must contain the date of the violation, a description of the violation and it must be signed by the owner reporting the violation.
- b. Upon receipt of written complaints, or upon recommendation of the Board President or Management Company, a "Courtesy Notice" will be delivered or mailed to the owner/resident alleged to be at fault.
- c. The person named in the notice will be given fourteen (14) days from the date of the notice to correct the violation or to request a hearing before the Board. The hearing will be held at the next scheduled Executive Board Meeting. The requestor will be notified in writing of the date, time, and location of the hearing.

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- d. If a violation is not corrected and a hearing is not requested, a second "Violation Notice" will be sent. If the violation is not correct within fourteen (14) days of the "Violation Notice" the owner may then be called to a hearing before the Board.
- e. If at a hearing before the Board of Directors it is determined that a violation did exist or

still exist then the owner of the offending unit may be fined and or have their privileges suspended (use of fitness room/ pool & spa/ clubhouse and or voting rights).

X FEES AND FINES

- a. Persons found in violation of these Rules and Regulations will be subject to an initial fine of \$25 to \$100, except violations of Health, Safety, and Welfare where the owner may be fined \$100 to \$1,000 to be commensurate with the severity of the violation. Any continuing violation is subject to a continuing fine of up to \$100 per week.
- b. The fee for returned checks will be \$20.00
- c. The fee for gate remotes is currently \$32.00 and is subject to increase by the Board of Directors should the need arise.
- d. The fee for a third vehicle parking permit is currently \$5.00 and is subject to increase by the Board of Directors should the need arise. Parking permits must be applied for annually.

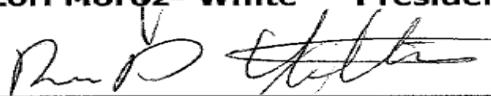
Approved: March 26, 2013
Date



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Bruce Hitchen Treasurer

Marlin Boles Director



Tony Ventura Director