



The Terraces Community Association

Rules and Regulations

Effective 10/1/2002

The Terraces Community Association welcomes you to the community. We are proud of our community and need your pride in it as well. This way, the community will be a safe and attractive place in which to live and entertain your guests.

The nature of Association living requires a higher degree of cooperation and thoughtfulness among residents than is customary in individual house neighborhoods. It should be the desire of all residents to maintain an attractive, congenial, and pleasant living environment.

The Board of Directors of The Terraces Community Association, pursuant to Nevada Revised Statutes Chapter 116, has the authority and the responsibility to conduct, manage, and control the affairs and business of The Terraces Community Association, and to adopt, amend, repeal and enforce reasonable rules and regulations for the Association property. The Board is also responsible for enforcing the Covenants, Conditions and Restrictions (CC&R's) found in the Declaration.

These Rules and Regulations are intended as a supplement to the CC&Rs of The Terraces Community Association. In addition to these Rules and Regulations, the Association's CC&R's impose certain restrictions and obligations on the homeowners, tenants, and their guests.

The following Rules and Regulations are adopted to protect property values, to keep the Owners investment secure, and to ensure that all members of the Association shall have a pleasant and safe environment in which to live.

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Homeowner's Responsibility

1. It is the Homeowner's responsibility to see that all tenants, guests and persons inhabiting their Unit are in compliance with the Rules and Regulations of the Association as adopted in the governing Declaration of Covenants, Conditions and Restrictions (CC&R's).
2. The Homeowner will be held directly responsible for their guests, and/or tenants and their guests for any damage to Association property that they might cause.
3. Damage assessments will be based on cost of repairs or replacement and labor for actual cleaning and/or repair of facilities.

General

1. No Homeowner and/or tenant shall disturb or dictate work to any contractor of the Association. All complaints and concerns must be communicated to the Management Company.
2. Radios, stereos, musical instruments, party activities, car horns and other noise sources must be restricted at all times to a level that is not disturbing to other residents.
3. It is the Homeowner's responsibility to see that all tenants, guests and persons inhabiting their Unit are in compliance with the Rules and Regulations of the Association as adopted in the governing Declaration of Covenants, Conditions and Restrictions (CC&R's).
4. The Homeowner will be held directly responsible for their guests, and/or tenants and their guests for any damage to Association property that they might cause.
5. Damage assessments will be based on cost of repairs or replacement and labor for actual cleaning and/or repair of facilities.

Barbecue Grills

The Association allows for barbecue grills, to be used exclusively outside. Caution should be used when operating this equipment as it poses a fire hazard that could endanger life and property. The Las Vegas City Ordinance requires the following:

1. Outdoor cooking at condominiums with portable barbecuing equipment is prohibited within ten feet of any overhang, balcony or opening.
2. Barbecuing on patios and balconies is prohibited.
3. Never leave equipment unattended or blocking sidewalks.
4. Dispose of cold ashes and coals in a safe and appropriate manner. Dumping them on the grounds is a violation.
5. Association as adopted in the governing Declaration of Covenants, Conditions and Restrictions (CC&R's).
6. The Homeowner will be held directly responsible for their guests, and/or tenants and their guests for any damage to Association property that they might cause.
7. Damage assessments will be based on cost of repairs or replacement and labor for actual cleaning and/or repair of facilities.
8. It is the Homeowner's responsibility to see that all tenants, guests and persons inhabiting their Unit are in compliance with the Rules and Regulations of the Association as adopted in the governing Declaration of Covenants, Conditions and Restrictions (CC&R's).
9. Damage assessments will be based on cost of repairs or replacement and labor for actual cleaning and/or repair of facilities.

Patio and Entryways

The patios and balconies are an extension of your home. Such areas must not be utilized in a manner that creates an annoying condition for others.

1. Patios and landings are visible to others, and must be kept neat and clean at all times.
2. Patios and entryways are restricted common areas subject to architectural controls (ARC) in the best interest of all Homeowners.
3. Due to the restrictive nature of television, radio and satellite dish antenna installation, if you are considering any of these options contact the Management Company for the current policy and restrictions prior to purchase/installation.
4. There shall be no household furniture or appliances used or stored on patio areas.
5. No garbage, trash, junk, motorcycles or anything that creates an unkempt or cluttered appearance is permitted in the restricted common area.
6. Holiday decorations are permitted, however, must be removed within (15) fifteen days after the holiday and not installed any earlier than one month prior to the holiday, including Christmas lights.
7. Patio umbrellas are allowed to be used on private patios. No bold colors or logos are allowed.

Building and Grounds

1. Sheets, blankets, aluminum foil and other such items are not acceptable window coverings.
2. No activity is permitted which would damage or deface the grounds, gardens, walkways and improvements in the common areas. This includes the destruction of grass, shrubs, trees, sprinklers, light fixtures, walls, landscaping and structures.
3. Individuals who are responsible for such damage to Association property will be expected to fully reimburse the Association for all expenses incurred in the replacement or restoration of damage items.
4. Children are not allowed to play in common areas where flower beds (gardens) and shrubs are growing.
5. There will be no ball throwing or bouncing of balls off roofs or walls.
6. No signs of any type will be permitted on the common areas or buildings.
7. One (1) 'For Sale' or 'For Rent' sign, not exceeding eighteen (18") inches in width by twenty-four (24") inches in height, may be displayed in the Unit's window.
8. No alterations, structural improvement modification, addition or change in the exterior design or finish of any building or landscape shall be commenced without prior written approval of the Board of Directors.
9. Exterior of windows, the front door and the garage door are the Homeowner's responsibility for maintenance and repair. Any damage or broken glass must be immediately repaired. If repairs are not performed in a timely manner, the Board of Directors will authorize repairs and hold the Homeowner responsible for reimbursement. Excluding damage to windows damaged and broken due to errant golf balls.

Pool and Spa

The Association provides and maintains the Pool and Spa Recreational Facilities for the enjoyment of all residents. There is NO lifeguard on duty.

1. The Pool and Spa Recreational Facility is operated primarily for the use and enjoyment of the residents. The use of these facilities by guests is a privilege.

2. Anyone using the Pool and Spa Recreational Facility does so at their own risk. There is NO lifeguard on duty.
3. The Homeowner/Tenant (18 years of age or older) must be present with their guests at all times.
4. Nevada law NAC 444.526.4 allows spa usage to children of any age and states 'children 12 years of age or younger must be accompanied by an adult and that the maximum recommended time for such children to use the spa is 10 minutes'.
5. Children under the age of 16 must be accompanied by a parent or legal guardian who is 18 years of age or older. Pets are strictly prohibited from being in the pool and spa area at all times.
6. Appropriate swimsuits must be worn in the pool or spa. No cutoffs or other makeshift attire will be permitted in the pool or spa.
7. Nudity is not permitted.
8. Children will adhere to the same standard of behavior as an adult. There will be no rowdiness, loud noise, jumping or interference with other leisure swimmers.
9. Running, pushing, splash dives (i.e.: cannonballs, etc.), horseplay, diving or unruly conduct will not be permitted in the pool or spa area.
10. Only drinks are permitted and must be in unbreakable containers.
11. Absolutely NO food of any kind is permitted.
12. NO glass items are allowed.
13. The pool/spa is open 24 hours a day. 'Quiet Hours' will be observed between the hours of 10:00pm and 7:00am.
14. The pool will not be heated from November 1st through March 31st. The patio deck remains open for your sitting enjoyment.
15. Lifesaving equipment is for Emergency Use Only.
16. State and local laws including local health laws govern pool and spa use. In the event of any conflict between such laws and these Rules and Regulations, the provisions of such laws shall control.
17. All gates and doors are self-locking. When entering or exiting, make sure they close completely and securely, for safety.
18. Entrance to the Pool and Spa Recreation Facility is via the gates ONLY. Scaling the fence is prohibited.
19. Each household (unit) is issued one (1) Pool and Spa Recreation Facility gate key only. A replacement key may be purchased from the Management Company at a cost of \$150.00, subject to change.
20. Any and all trash or waste is to be deposited in receptacles provided. Beverage can tabs and cigarette butts are to be disposed of properly.
21. Per Health Department Regulations, infants must wear diapers and water proof rubber pants, with elastic at the waist and legs, at all times when in the pool. Remember, toilet accidents present a health hazard to everyone.
22. If a child should have a toilet accident, remove the fecal matter immediately, and call the Management Company as soon as possible. Arrangements will be made for chemical treatment.
23. Persons having skin lesions, sore, inflamed eyes, mouth, nose, or ear discharges, or any communicable disease may NOT use the pool or spa.
24. The Management Company representative or any homeowner may ask anyone not abiding by the above rules to leave the Pool and Spa Recreational Facility.
25. The Board of Directors reserves the right to suspend privileges and/or impose fines for improper conduct or Rule violations.

Vehicles and Parking

Each home (unit) is authorized two (2) garage spaces. Additional unassigned spaces are available on a first come first serve basis for guests only. CC&R's Section 7.16, Paragraph A: *Unless otherwise permitted by the Association, no vehicle or trailer shall be parked or left within the Properties other than within a garage, an assigned or appurtenant parking stall or space or in designated guest parking areas.*

1. The speed limit in The Terraces Association is 10 miles per hour. Any and all posted signs must be obeyed.
2. Any and all fire lanes must be kept clear at all time.
3. Improper use of handicapped parking without a designated license plate or handicap tag will result in towing and/or may be subject to fines.
4. Overnight parking shall not be permitted within the Properties which is a part of the Common Elements, except within garages/carports or designated parking areas.
5. No inoperative vehicle of any kind or type, including vehicles with flat tires, unregistered vehicles and expire license plate shall be allowed to stand on or within the parking area for more than seventy-two (72) hours. Those vehicles will be tagged, and then towed if in violation.
6. The streets and walkways within the Community may not be used as a playground area for use of bicycles, skates, roller blades, skateboards, scooters, wagons and other activities which may cause dangerous conditions for automobile operators and pedestrians except for ingress or egress.
7. No motorized vehicle, except those which are currently registered with a State Department of Motor Vehicles and which are displaying a current license plate, may be operated anywhere on the Common Elements of the Association, including, but not limited to the streets and driveways at the Association. No one except those persons who have a current driver's license issued by a State Department of Motor Vehicles may operate a motorized vehicle on the Common Elements of the Association, including but not limited to the streets and driveways.
8. NO vehicles OVER ¼ ton are to be parked anywhere within the Community.
9. No repairs, overhaul or maintenance work to any vehicle is allowed within the Community.
10. Residents only may wash their vehicles on their property. Residents must use a nozzle when washing to prevent waste.
11. The Board of Directors through the Management Company may and shall use its own reasonable discretion as to the removal of any vehicle appearing in violation of any of the CC&R's and/or Rules and Regulations, and may have it towed away at its owner's expense and shall be held harmless in so doing.

Pets

The Association does allow pets. However, since not all Homeowners desire to have a pet, certain rules must be followed so everyone can enjoy the community.

1. A homeowner of a pet shall at all times be fully responsible for its care.
2. Pets (dog and cat) must be controlled by leash at all times when outside the Homeowner's patio or living quarters.
3. Homeowners are not allowed to leave food or water for their pet outside of their unit. Pets may not be left on the patio for extended periods of time while the Homeowner is away.
4. No pets of any kind are to be tied to trees, stakes or any exterior building structure.

5. No pets of any kind are allowed in the pool, spa or pool patio area in accordance with Clark County Health Department regulations.
6. No more than two (2) pets per unit are allowed, with an exception to those Homeowners who currently have more than two (2) pets.
7. Excessive barking and other pet noises that are deemed to be nuisance to other Homeowners are not permissible.
8. Any litter deposited by pets must be removed by the Homeowner of that animal in a timely manner and properly disposed of.
9. No exotic animals (including, but not limited to snakes, reptiles, wild animals, uncaged birds) shall be kept on the property.
10. No pets may be kept, bred, or maintained on the property for any commercial purpose.
11. The Board of Directors reserves the right to have animals removed from the property which are deemed to be dangerous or a nuisance to others.

Landscaping

The Board of Directors contracts with a landscaping firm to maintain aesthetic and appealing community grounds. Their directives as to planting, lawn care, watering, etc. are from the Board of Directors as voted on at board meetings.

1. The Terraces Association through the Board of Directors shall maintain all Common Area landscaping.
2. The Board of Directors shall make all decisions regarding the extent, type, design and general appearance of common area lawns and landscaping.
3. At the discretion of the Board of Directors, all unauthorized trees, shrubs and plants shall be removed at the expense of the homeowner.

Refuse / Trash Control

1. Observe the Environment Protection Agency (EPA) rules pertaining to disposal of certain items.
2. All refuse must be placed in tied plastic bags or authorized trash receptacles.
3. All refuse must be deposited in appropriate refuse receptacles.
4. Large cardboard boxes must be broken down before depositing. Large items must be taken off property.
5. Cigarettes and smoking material should be disposed of properly and not be left in the Common Areas of the community.
6. It is the Homeowner's responsibility to properly dispose of old appliances (washers, dryers, water heaters, etc.). These items must be removed from the property for disposal.
7. The trash pick-up days are Monday and Thursday. Trash may not be put out for pick-up any earlier than 12 hours in advance prior to the next day.

Lease / Rental Requirements

Owners may rent their units, but are obligated to keep the Association informed of the identity of the renters. Copies of the Rules and Regulations **MUST** be supplied by the Owner to the renters.

1. Lease Agreement must be in writing and must indicate that the renter shall be bound by and obligated to the provisions of the Terraces Association CC&R's, Bylaws and Rules and Regulations.

2. A signed document stating the renter is in receipt of the Rules and Regulations must be part of the lease agreement.
3. Owner remains responsible for the actions of tenants and guests and will be notified by the Association if a problem arises.
4. Owner's must restrict lease agreements with renters to no shorter than six (6) months and may not rent to more than one person in a twelve month period.
5. All rental information must be submitted and remain on file with the Management Company.

Schedule of Fines

There is a need to establish a consistent procedure for the enforcement of the Covenants, Conditions and Restrictions (CC&R's). Therefore, the following procedure is to be followed when a Homeowner / tenant is found in violation of the CC&R's, or Rules and Regulations.

1. A courtesy reminder letter is sent to the owner informing them of the violation and requesting that it be corrected within ten (10) days or a longer period as may be established by the Board of Directors.
2. If the violation is not corrected within the specified time period or portion thereof may be assessed.
3. The imposition of such fine must comply with the requirements of subsection 6 of NRS 116.31065.
4. First Infraction of the Governing Documents-Warning Letter. Fines will be commensurate with each violation infraction.
5. Any infractions of the governing documents deemed to be threatening to health and welfare of the common-interest community will be evaluated on a case by case basis.

Complaint Process

1. A complaint must be presented to the Board, in writing, through the Management Company. Before the ten (10) days of notification of the violation letter are exceeded, a non-notification will be a notification of failure to react and non-compliance.
2. The complainant's name and address must be stated on the letter. The Board or Management Company cannot act on unanimously letters.
3. The Board will then review the complaint and determine the appropriate action necessary to resolve the issue.

Collection Policy

The Association is charged with certain responsibilities regarding the care, maintenance, and service of all portions of the common areas, and must have the financial ability to discharge its responsibilities. The Board of Directors is required to pursue collection of assessments and other charges from all Homeowners.

1. Payments are due and payable on the 1st of each month.
2. Any assessment not paid within fifteen (15) days from its due date shall accrue a late fee (1%) per month.
3. When an account has become twenty-five (25) days past due, a late notice will be sent.
4. When an account is sixty (60) days past due, the account is referred to an attorney or collection agency for legal action.
5. Charges for legal fees, court costs and other costs of collection are the responsibility of the Homeowner.
6. A return check charge of twenty five dollars (\$25.00), per incident, will be assessed to the Homeowner in the event that a check is returned by the bank for any reason whatsoever.