

## **TIDES II HOMEOWNERS ASSOCIATION**

### **TIDES II HOMEOWNERS ASSOCIATION RULES AND REGULATIONS**

#### **RESOLUTION OF THE BOARD OF DIRECTORS**

**WHEREAS**, the Tides II Homeowners Association (“Association”) is a Nevada non- profit corporation duly organized and existing under the laws of the State of Nevada; and CC&Rs and Bylaws gives the Board of Directors (“Board”) the power to adopt, amend, repeal and enforce reasonable Rules and Regulations for the use and occupancy of the Association project; and

**WHEREAS**, NRS 116.3102, gives the Board rule-making authority; and

**WHEREAS**, the purpose of these Rules and Regulations is to provide guidance for general conduct within the community. It is the duty and obligation of the Association to administer and enforce all governing documents of the Association as a whole. These Rules and Regulations are not to be construed as a substitute for the complete CC&Rs. These Rules and Regulations are in addition to all other Association governing documents in effect. If there is a conflict between the Rules, the Bylaws, the articles of Incorporation and the CC&Rs then the Articles and Bylaws control over the Rules, the Articles control over the Bylaws and the CC&Rs control over everything; and

**WHEREAS**, upon effective adoption of these Rules and Regulations, any and all previously adopted Rules and Regulations are hereby revoked; and

**WHEREAS**, any and all violations of these Rules and Regulations and other governing documents will be enforced pursuant to Nevada law and any rules enforcement policy, if any, and any amendments or superseding resolutions thereto in effect; and

**NOW, THEREFORE, BE IT RESOLVED**, the Board adopts the following Rules and Regulations:

ALL TERMS DEFINED IN ARTICLE I OF THE CC&RS SHALL HAVE THE SAME DEFINITION WHEN USED HEREIN, UNLESS THE CONTEXT OTHERWISE REQUIRES.

#### **ARTICLE I OWNER'S RESPONSIBILITIES**

1.1 It is the homeowners' responsibility to see that all residents, tenants and guests inhabiting their Unit are in compliance with the Rules and Regulations of the Association as adopted in the Declaration of Covenants, Conditions and Restrictions (CC&Rs) and as adopted in these Rules and Regulations.

1.2 The homeowner(s) will be held directly responsible for such persons and for any damage to Association property that they might cause. Damage assessments will be based on cost of repairs or replacement and labor for actual cleaning and/or repair of facilities.

1.3 Homeowner's who rent or lease their unit are responsible for delivering a copy of the Rules and Regulations to their tenants.

## **ARTICLE II OCCUPANCY**

2.1 Occupancy use is limited solely for residential purposes. Commercial activity shall not be conducted from any portion of the residence, including all common areas and community facilities, unless there is no evidence or sign of the business. For further reference, please view Section 9.8 of the CC&Rs).

2.2 No overnight, temporary or permanent occupancy within any motor home, recreational vehicle, camper or trailer is allowed on any portion of the Community.

2.3 No freestanding structure of any kind (shed, tent, trailer etc.) may be used for occupancy in any portion of the Community.

## **ARTICLE III BUILDINGS AND LANDSCAPE**

3.1 While the Association does maintain the landscape in each front yard, the homeowner is asked to regularly remove any debris which is in the homeowner's front yard.

3.2 Trash containers are to be used for the storage of trash when it is placed at the curb for pick-up. Trash containers are only to be placed at the curb the night before pick-up is to take place, and containers are to be removed by the night after pick-up has taken place. Trash containers are not to be stored in a location visible from the front of your home, or any other lot within the community.

3.3 Drying devices of any kind, including clotheslines, are NOT permitted in the front yard. Also, please note any furniture placed in the front yard of your home should go through the Architectural Review process first, as is further mentioned in the Association's Architectural Guidelines.

## **ARTICLE IV COMMON AREA**

4.1 No one may use the pool or spa areas that does not know how to swim on their own, unless that person is accompanied in the pool or spa with an adult who does know how to swim and is capable of assisting the non-swimmer at all times in the pool or spa. Parents and/or guardians of the age 18 or older will be responsible for the conduct, safety and behavior of anyone under the age of 18 in their control. Anyone not toilet-trained or who suffers from incontinence may not enter the pool or spa. Homeowners or tenants of adult legal age are responsible for themselves and any other persons in their care and should use proper judgment and discretion when deciding whether or not to enter the pool or spa.

4.2 Homeowners and/or tenants who are not proficient at using any or all of the exercise equipment in the exercise room may not use that equipment for which they are not proficient at without the assistance of another who is proficient with that equipment . Homeowners are responsible for any and all damage caused by their tenants or guests.

4.3 No activity is permitted which would damage or deface the common area property. Individuals who are responsible for such damage to Association property will fully reimburse the Association for all expenses incurred in the replacement and/or restoration of damaged items. Homeowners will be held responsible for the actions of their tenants, guests and residents.

4.4 The Board of Directors shall make all decisions regarding the extent, type, design and general appearance of common area. There shall be no planting or landscaping on the common area except by the Association. Furthermore, no signs should be placed by homeowners on the common area.

4.5 No homeowner or tenant shall disturb or dictate work to any contractor of the Association. All complaints and concerns must be in writing and forwarded to the management company.

## **ARTICLE V MODIFICATION OF BUILDING EXTERIOR AND GROUNDS**

5.1 No alteration, structural improvements, 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 or the Architectural Review Committee. For more information about what the standards for the community are in this area, please review the Association's Architectural Guidelines.

## **ARTICLE VI STREETS AND PARKING AREAS**

6.1 All of the streets within Tides are common area private streets, and thus are subject to the jurisdiction of the Association and have a speed limit of 15 MPH.

6.2 Homeowner and Tenant (Residents) parking are limited to the homeowner's garage and/or driveway or in designated areas along the streets. In High Tides, there is no parking allowed in the cul-de-sac areas, including the entrances in those areas. In Ebb Tides, there is no parking allowed on the shared driveway.

6.3 Motor homes, recreational vehicles, boats or trailers (including house, utility, horse, and boat), are NOT permitted to be permanently parked anywhere in the Community, except in a homeowner's garage. Any like vehicle that are parked in violation, except those parking in a homeowner's driveway, will be towed at the owner's expense pursuant to the towing rules set forth below. Any homeowner who has a vehicle parked in their driveway in violation, and who does not remove the vehicle upon notice, will be fined. Motor homes, recreational vehicles and boats may be parked in front of a homeowner's residence for the purpose of trip preparation or trip completion, but for no longer than 24 hours.

6.4 No inoperable vehicle of any kind or type, including vehicles with flat tires and unregistered vehicles, are permitted on any street, common area, driveway, or any area of the community, except in the homeowner's garage, for more than seventy-two (72) hours. Any vehicles that are parked in violation, except those parking in a homeowner's driveway, will be towed at the owner's expense. Any homeowner who has a vehicle parked in their driveway in violation, and who does not remove the vehicle upon notice, will be fined.

6.5 Repairs on any vehicles (except flat tire repair) are restricted to the homeowner's garage.

6.6 Oil leaks/spills onto the common area, asphalt, streets or sidewalks are the owner/tenants responsibility and are to be cleaned immediately. Should the Association have to clean or repair any damage, the responsible homeowner will be assessed the entire cleanup cost plus a fine.

6.7 No homeowner or tenant shall park, store or keep, or allow a guest to park, store or keep, any large commercial type vehicle anywhere in the community. Commercial vehicles are more greatly defined in Section 9.2 of the CC&Rs.

## **ARTICLE VII PETS**

7.1 All pet owners' shall, at all times, be in full and complete control on their pets.

7.2 No more than two (2) household pets are allowed in any single residence.

7.3 Pet owners shall not allow pets to enter upon other residence sites or common areas for the deposit of feces. The pet owner shall be responsible for the immediate removal of all such deposits. No such deposits are allowed on the pet owner's front yard, and the immediate removal responsibility still applies.

7.4 No pet is permitted outside of the owner's lot or on any common area unless secured by leash or suitable restraint. Pets shall, at all times, be in complete control of someone who is able to handle such restraint. Any pet found running loose shall be reported to Animal Control.

7.5 No pets of any kind are to be tied to trees, stakes, or any exterior building structure in the common area.

7.6 Excessive barking, howling and other pet behavior that is deemed to be a nuisance to the Association/Community is not permissible.

## **ARTICLE VIII SIGNS**

8.1 No signs of any kind shall be displayed to the public view or from any part of the property without the prior written approval of the Board of Directors, the exception being a Real Estate sign of standard size, 18" X 24", advertising a lot for sale, lease or rent.

**ARTICLE IX  
GENERAL**

9.1 Radios, stereos, musical instruments, party activities, car horns and other noise sources are restricted at all times to a level that is not disturbing to the other residents. All established county/city noise ordinances shall be complied with.

9.2 Holiday decorations are permitted. However, in the case of the Winter Holidays, they may not be placed on the residence exterior more than 45 days prior to the holiday and must be removed within thirty (30) days after the holiday. For any other holidays they may be placed seven (7) days before the holiday, and promptly removed seven (7) days after the holiday.

9.3 Only community garage sales sanctioned by the Association are allowed. Other garage/yard sales and related type sales are not permitted. Owners who hold or allow tenants to hold garage/yard sales will be subject to a fine.

9.4 There shall be no door-to-door and/or community solicitations of any kind without the written permission of the Board of Directors. If a company is soliciting within the community please report this company to the Association so they can take further action.

9.5 Free standing basketball hoops/backboards are permitted in the homeowner's/tenants front yard. Such apparatus must be placed in a non-obtrusive area of the owner's yard when not in use. No such apparatus may be left on any common area, sidewalk, or street.

9.6 Homeowners are not to place any shiny or reflective window coverings over their home's windows.

9.7 All complaints and notices to the Board of Directors must be in writing and include the unit owner's name and address. The Board, at its sole option, shall weigh the merits of any written complaint and/or notice, and without recourse and with sole discretion, elect to respond to such complaint/notice. The Association has the right to not take any action whatsoever on any unsigned complaints or notices.

9.8 any action or condition taken or created by an owner or the owner's tenants, guests, family members, or invitees that is also a violation of any local, county, state or federal law or regulation will be deemed a violation of the Association's governing documents.

**ARTICLE X  
TOWING PROCEDURES**

10.1 Any vehicle that is parked, or otherwise immobile or unauthorized, on any street within the Association in violation of the above provisions, or any provision of the CC&Rs or any other applicable Governing Document of the Association, shall be subject to towing, where the Association has the right, but not the duty or the obligation, to have the violating vehicle towed, subject to the following:

- (a) Prior to exercising the right to tow the vehicle, the Association, or a designee of the Association, shall post written Notice on the violating vehicle at least forty-eight (48) hours prior to having it towed.
- (b) The Notice shall state the vehicle is in violation of the Association's parking regulations and if the vehicle is not removed from the street and if it does not remain otherwise compliant with all parking regulations prior to the expiration of the forty-eight (48) hour notice, the vehicle may be towed.
- (c) The forty-eight (48) hour notice applies from the time notice is given and shall run, regardless of any intermittent departures or different parking locations within the Properties. Such notice shall deem to apply for three (3) months after the lapse of the initial forty-eight (48) hours, such that any vehicle that has been given notice is found unlawfully parked anywhere on the Properties at any time after the lapse of the initial forty-eight (48) hours notice may be removed without additional notice for a period of up to three (3) months, at the Board's discretion.
- (d) The vehicle owner shall be responsible for all expenses incurred in the towing and retrieval of the vehicle.
- (e) The right of the Association to have a violating vehicle towed shall not require any notice (other than the forty-eight (48) hour posting described herein) or hearing prior to removal of the vehicle.
- (f) *Provided, however,* that any vehicle that is blocking a fire hydrant, designated red zone, fire lane or parking space designated for the handicap, or poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the Owners or Residents of the Project, may be *immediately* towed without any notice and the vehicle owner shall be responsible for all expenses incurred in the towing and retrieval of the vehicle.

**IN WITNESS WHEREOF**, these Rules and Regulations have been executed by the Association as of this \_\_\_\_ day of \_\_\_\_\_, 2016. The undersigned hereby certify that these Rules and Regulations have been adopted and approved in accordance with the NRS 116 and the Association's Governing Documents.

**TIDES II HOMEOWNERS ASSOCIATION**, a Nevada non-profit corporation

By: _____	By: _____
Its: Secretary	its: President
(Print Name): _____	(Print Name): _____