

**RULES AND
REGULATIONS**

**TOWN CENTER VILLAGE
COMMUNITY
ASSOCIATION**

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INTRODUCTION:

These rules have been established to serve as comfortable guidelines for enjoying the Town Center Village community without infringing upon the rights and common benefits of all owners.

In maintaining the quality of community, observing and enforcing these rules and regulations is the responsibility of each owner, resident, tenant, and guest.

The rule and regulations are issued by the Board of Directors as authorized by the Declaration of Restrictions (CC&Rs). All owners have been given copies of the Bylaws and the CC&Rs of Town Center Village Community Association. 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.

Although these Rules and Regulations support the CC&Rs, they do not cover the entire document. Please read these rules carefully and be sure your family, guests, and tenants understand the rules fully. If there are any questions, or if you do not have copies of the Associations' documents, please contact your property management company.

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.
2. Any litter deposited by pets on lawns, sidewalks, paths, or other common areas must be removed immediately by the owner of the animal.
3. Residents are responsible and liable for any personal injury or property damage caused by their pets.
4. No household may keep more than ~~four ordinary 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 lot. Livestock, poultry, or farm animals are strictly prohibited.
7. Residents who are disturbed by an owner'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.

COMMON AREAS:

1. Each owner is liable to the Association for any damage to the common area landscaping or equipment that is sustained by the negligence or misconduct of the owner, the owner's family, tenants, guests.
2. Residents can help with the overall maintenance of the common areas by reporting any problems to the property management company.

GARAGE SALES:

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

CONSTRUCTION/MAINTENANCE HOURS:

1. Construction/Maintenance on any lot is limited to the hours of 8:00 AM to 5:00 PM, Monday through Friday, and 9:00 AM to 5:00 PM on Saturday and Sunday.

NOISE CONTROL:

1. Residents are asked to be considerate of those living near to you and to keep noise levels as low as possible. Nothing that disrupts the tranquility of Town Center Village or interferes with the quiet enjoyment of other residents shall be permitted.

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. One (1) temporary realty sign advertising a home for sale may be located on the front yard of the property that is for sale.
5. Realty signs must be professional quality and weather resistant material.
6. Realty signs may not exceed 18" x 24". "Sold" signs may not be displayed for more than thirty (30) days after the sale of the home.

TIME SHARING, RENTAL REQUIREMENTS, AND COMMERCIAL USE:

1. No time-sharing of units is allowed.
2. All owners must provide their tenants with a copy of the Rules and Regulations.
3. All tenants must comply with the Rules and Regulations, Bylaws, Architectural Guidelines, and the CC&Rs of Town Center Village. Owners are responsible for their tenants and guests.
4. No unit shall be used for any other purpose than single family or residential.

TRASH REGULATIONS:

1. Residents are responsible for picking up their trash if it is spilled, blown, or otherwise deposited onto a common area, and disposing of it in a property container or receptacle.
2. ~~No trash or debris is to be left in any area that is visible to others from walkways, decks, patios, common areas, or streets.~~
3. Trash containers must be covered and kept in a sanitary condition. When not in use, containers must be stored out of public view.
4. Trash containers may be placed by the curb for pickup the night before pickup and must be removed from the curb and stored out of sight by the end of the day of pickup.

VEHICLE AND PARKING REGULATIONS:

1. Remember that there are children at play and that this is a residential area. Observe posted speed limits.
2. Garages must be maintained to house at least one (1) vehicle in two-car garage and at least two (2) vehicles in a three-car garage.
3. Parking on driveways and streets is only permitted for excess operational vehicles. Inoperable vehicles may not be stored in driveway or street, they must be stored out of sight.
4. Parking on front yard landscape/rockscape areas is prohibited.
5. ~~No boat, camper, recreational vehicle, trailer, van, or motor vehicle of any type~~ other than a standard automobile may be stored or parked on any lot other than in the garage, except temporarily for the purpose of loading and unloading.

6. No vehicle or other equipment may be dismantled, repaired, or serviced on any lot except in the garage. Leaks from vehicles in the street and on driveways must be cleaned up within twenty-four (24) hours.

YARD AND LANDSCAPE REQUIREMENTS:

1. Landscaping must be kept neatly trimmed, properly cultivated, and continuously maintained.
2. Each owner is responsible for maintaining the slope banks located on their lots 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 Community Association.
- 3.
4. Garden hoses must be properly stored when not in use.

PORTABLE BASKETBALL HOOPS AND OTHER TEMPORARY APPARATUS:

1. The portable hoop and net/apparatus must be maintained in good condition and shall not become an eyesore.
2. When not in daily use, the hoop/apparatus must be stored out of sight.
3. Hoops/apparatus may not be used in such a manner that infringes upon neighboring lots or damages their landscaping or property. Owners using portable hoops/temporary apparatus assume the sole responsibility for any damage such use causes to the property of others or the Association.
4. Owners who use portable basketball hoop/temporary apparatus shall not permit their use to create a nuisance. Hours of use must be reasonable and confined to the hours between 9:00 AM to Dusk.
5. Should the Board of Directors determine that use of portable basketball hoop/temporary apparatus is creating a nuisance or is not in compliance with these rules, it may prohibit the continued use of the hoop/apparatus, fine the owner, or take such action as the Board deems appropriate and necessary.

HOLIDAY DECORATIONS:

1. The acceptable time frame for winter holiday decorations is ~~November 25th until January 10th~~. All other holiday decorations must be displayed no 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 should 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. Do not place holiday decorations on any tree, plant, shrub, or bush in any Common Area.
5. Residents must make every effort to ensure that lights, particularly blinking lights or very bright lights, do not disturb other residents. Any disturbance caused by lighting or other decorations must be immediately rectified.
6. Residents must make every effort to avoid damage to Common Areas, including holes (however small), tape marks, abrasions, paint removal, etc. In an effort to avoid costly repairs that must be paid for by the Association, the Board will inspect holiday decorations both at the time they are installed, as well as after they are removed. Owners will be held strictly responsible for any damage resulting from holiday decorations.

RULES ENFORCEMENT POLICY

The following procedure will apply to all violations and infractions of the governing documents. Owners may report violations to the Management Company or Board of Directors by submitting a written notice describing the violation. At the time a violation is reported, action will be taken as follows:

1. Based on information received an analysis on whether or not an infraction or violation of the rules has occurred will be reviewed by the Board.
2. Upon verification by the Board a first notice to correct the violation will be sent by the management company. The notice will contain a description of the violation, and instructions regarding response to the notice and correction of the violation.
3. If the violation continues, or if the response is otherwise unsatisfactory after the first notice, owner will receive a notice of hearing and be afforded an opportunity to appear before the Board or an appointed committee either by appearing personally or by submitting a written response. The Board or committee shall give fair consideration to the owner's oral or written response in determining whether to impose a penalty. If a monetary penalty is imposed, a notice at least ten (10) days in advance of the fine assessment will be given.
4. If the violation continues, or if the response is otherwise unsatisfactory, even after the imposition of a monetary penalty, the Board or its appointed committee may impose additional or continuing fines until such time as the matter is satisfactorily resolved.
5. If the violation continues, the Board may refer the matter to the Association's legal counsel. If a lawsuit is filed, the homeowner may be liable for the Association's legal costs and fees.

FINE SCHEDULE

Reasonable fines for first time violations shall be levied in accordance with the following schedule:

Hazardous Activities (Risk of harm to person or property)	\$100.00
Use Restrictions	\$75.00
Vehicle and Parking Restrictions	\$75.00
Unauthorized Improvements to Property	\$75.00
Any violation of the Bylaws, or CC&Rs and Rules & Regulations not specifically mentioned (i.e. dogs barking, trash receptacles being left out, etc.)	\$50.00

Fines for continuing or repeated violations may be increased at the discretion of the Board, not to exceed \$100 for each violation, a total amount of \$500, whichever is less. Limitations on the amount of the fine do not apply to any interest charges or costs that may result if the fine becomes past due.

**TOWN CENTER VILLAGE COMMUNITY ASSOCIATION
ASSESSMENT COLLECTION POLICY**

1. **Assessment Due Date:** All regular assessments shall be due and payable on the first day of each month. Special assessments shall be due and payable on the due date specified in the notice imposing the assessment. Regular and special assessments shall be delinquent if not paid within fifteen (15) days after they become due.
2. All payments will be applied to outstanding balances in the following order of priority.
3. **Late Fees:** If any installment payment of a regular assessment, or payment of a special assessment, is not made within 15 days after it becomes due, a late payment charge not exceeding 10% or \$10.00 whichever is greater shall be imposed, and the Association shall be entitled to recover any reasonable collection costs, including attorney fees, that the Association then incurs in its efforts to collect the delinquent sums. An Owner's account is assessed for the cost of checks returned NSF (non-sufficient funds) in the amount of \$15.00 to cover both bank charges and account adjustment.
4. **Pay or Lien Warning Letter:** Prior to filing a lien for delinquent assessments, the Association shall send a "Pay or Lien" warning letter which will be mailed to the unit owner when the account is more than 30 days past due. A collection cost in the amount of \$50.00 will also be applied against the delinquent owners account and this will become part of the total assessments owed.
5. **Lien Policy:** After sending the "Pay or Lien" letter, if an assessment payment is delinquent for more than sixty (60) days, the Association shall see that the lien is recorded in the County Recorder's Office with a Notice of Delinquent Assessment (assessment lien) concerning all sums that are then delinquent, including the delinquent assessment, late charges, costs and reasonable attorney fees. Recording this notice creates a lien, which is subject to foreclosure against the property. A lien cost in the amount of \$150.00 will also be placed against the owner's account and this will become part of the total assessments owed.
6. **Intent to Foreclose Notice:** Prior to filing for foreclosure, the Association shall send an "Intent to Foreclose Notice" letter which will be mailed to the unit owner when the account is more than seventy-five (75) days past due. The cost for this action in the amount of \$40.00 will be placed against the owner's account and this will become part of the total assessments owned.
7. **Foreclosure Proceedings:** After sending the "Intent to Foreclose Notice," if an assessment payment is delinquent for more than ninety (90) days, the Association

shall turn the matter over to legal counsel and foreclosure proceedings will commence.

8. **Foreclosure Costs:** If a lawsuit or foreclosure procedure is initiated by the Association to recover assessments, the Association is entitled to recover not only the amount in default, plus late charges, but also reasonable costs of collection, including trustee fees, title company charges and attorney fees. The legal fees may vary from \$500.00 - \$2,500.00. A "Preparation of File" charge in the amount of \$50.00 will also be placed against the owner's account and this will become part of the total assessment owed.
9. **Payment Under protest:** If an owner disputes any late or other charge, the owner shall have the right to resolve said dispute through either Alternative Dispute Resolution (AR) or a civil action, or through the means provided within the Association's governing documents, as long as (a) all delinquent amounts are paid in full, including the amount of the assessments(s) in dispute, late charges, interest and all fees and costs associated with the preparation and filing of a Notice of Assessment Lien, including mailing fees and attorneys' fees; and (b) said owner states by written notice that the amount is being paid under protest. The owner's written notice must be mailed by certified mail to the Association no more than 30 days from the recording date of an assessment lien, in accordance with Civil Code Section 1366.3. An owner may not utilize ADR more than two times in any single calendar year, nor more than three times within a five-calendar year.
10. **Release of Lien:** As soon as a delinquent owner has paid in full all delinquent assessments and charges, including attorney fees, the attorney will prepare a Release of Lien which will be recorded in the County Recorder's Office of the County in which the lien was recorded.
11. **No Waiver:** Failure of the Association to strictly enforce this policy is not a waiver of its right to collect delinquent sums.

REVISED 14 PAGES

Town Center Village
Community
Association

**Architectural
Guidelines**

Town Center Village

COMMUNITY ASSOCIATION

ARCHITECTURAL GUIDELINES

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INTRODUCTION

These guidelines are intended as a supplement to the Covenants, Conditions and Restrictions (CC&Rs) of the Town Center Villages Community Association, referred to within these guidelines as TCVCA. However, if there is any conflict between the (CC&Rs) and these Architectural Guidelines, the CC&Rs determine the resolution of the conflict. **IT IS TO YOUR ADVANTAGE TO READ THE CC&Rs THOROUGHLY.**

2. The Architectural Review Committee ("ARC") does not seek to restrict individual creativity or personal preferences, but rather to assure the continuity in design as this will preserve and improve the appearance of the Community and the property values therein.
2. The ARC reviews all plans for exterior improvements and additions to residential lots and dwellings in TCVCA. These improvements include, without limitation, additions, modifications, and alterations to residential dwellings such as pools, spas, patios, patio covers, room additions, gazebos, and installation of hardscape and landscaping.
2. Prior to the commencement of any work on any improvement on any residential lot, an "application for approval", of such work, must be submitted by the property owner to the management company along with drawings and specifications of all materials to be used. No work is to begin prior to receipt of approval from the ARC.
1. All submittals must be in accordance with Exhibit A and must include Exhibits B and C, and must include detailed and complete plans of the improvement. *Exhibit D* must be included if a patio cover is included in the improvement. *Exhibit E* must be submitted to the ARC upon completion of the improvement for final inspection. The ARC may request such additional information from the homeowner(s) as it deems necessary for its review of the proposed improvement.
1. The Committee is composed of not less than three and not more than five members. Additionally, a licensed, professional architect may serve or provide consultation to the ARC **at the expense of the homeowner(s)**, if requested in writing by the ARC.
1. Approval of plans by the ARC or by the Board in no way constitutes verification or certification of structural integrity of any design. It is the sole responsibility of the homeowner(s) to ensure the structural integrity and soundness of any improvement. It is also the homeowner's responsibility to ensure conformance with all government regulations and building codes, as well as the Declaration, and to obtain all necessary permits.
1. No Owner shall store or permit to accumulate any construction materials such as dirt, rock, pallets, sod, plants, trees or construction equipment on the streets or in common areas within the community for periods longer than 72 consecutive hours.

Disclaimer of Responsibility - Provided that the ARC members act in good faith, neither the ARC nor any member thereof shall be liable to any Owner or any other person for any damage, loss or prejudice suffered or claimed on account of the review of any plans, specifications or materials. The review, and any subsequent approval or disapproval, is not to be considered an opinion as to whether or not the plans, specifications, or materials are defective or whether the construction methods or performance of the work proposed therein is defective, or whether the facts therein are correct or meet the applicable building codes.

Remedies - Failure to submit a plan to the ARC or to complete improvements according to approved plans is a violation of the CC&Rs. If an Owner fails to remedy any non-complying improvement, the Board of Directors of the TCVCA shall request the owner's presence at a scheduled hearing. If the issue is not resolved or the Owner does not appear at the scheduled hearing, the Board may initiate reasonable and appropriate actions, including monetary fines to ensure that the non-complying improvements are modified or removed.

Variations - Subject to the CC&Rs, the ARC may recommend, but the Board, only, may approve variance to any provision contained in the CC&Rs or these guidelines when circumstances, such as topography, natural obstructions, health, or environmental consideration may require such variations.

The ARC will use the Architectural Guidelines for the purpose of reviewing proposed improvements, but may individually consider the merits of any improvement due to special conditions that are felt to provide benefits to the adjacent area, the specific site, or to the community as a whole.

Appeal Process - If the ARC disapproves plans; an owner may appeal the adverse decision to the Board who will grant the homeowner a hearing. All decisions rendered by the Board of Directors are final.

ARCHITECTURAL AND MATERIAL STANDARDS

I. LANDSCAPING - General

- A. All landscaping work, plantings, and installations of irrigation systems by an owner shall remain aesthetically consistent with the design and plan of the community and climatically and culturally appropriate to Southern Nevada.
- B. No owner shall further landscape or otherwise improve any property owned by the TCVCA.
- C. Decorative rock, gravel, or boulders, in natural earth tone colors, are permitted. White, green, blue, or other non-earth tone colors are not permitted. Rock and/or gravel will be of low sodium content.
- D. No grading, excavation, planting or removing of any tree or existing landscape shall be commenced until the plans showing the nature, kind, shape, height, and location of the same shall have been approved by the ARC.
- E. Each owner will submit all necessary paperwork including landscape improvement drawings and applications on the front, sides, rear and courtyard of lot within sixty (60) days following close of escrow. Upon approval, each owner will have sixty (60) days to complete work as submitted. The ARC prior to installation must approve these, as well as all other exterior improvements.
- F. The use of drought-resistant, low-water-usage plant material, appropriate to the desert climate, is encouraged.
- G. Location of trees shall be limited to areas that will not interfere with or create a nuisance to neighboring properties upon maturity. **PLEASE NOTE:** Some trees may have invasive root systems, which may cause problems when they mature.
- H. All grass must be fescue blend, hybridized Bermuda blend, or annual rye grass, developed for use in the desert. **Bermuda grass is not permitted.**
- I. All turf areas shall be kept a minimum of 3 feet from property walls and structures with irrigation directed away from walls.
- J. Owners are required to maintain their property in good condition at all times. This includes regular lawn mowing, pruning of trees and shrubs, fertilizing, watering, removal of dead or diseased plants, replacement of plants and over seeding of lawn areas and removal of debris.

II. LIGHTING

General Provisions

- 0. All exterior lighting must be placed in a manner where it will not create an annoyance to the neighbors or to the community. Lighting must be directed to avoid spillage of light onto adjoining property, streets and sidewalks, and common areas.
- 0. For purposes of this guideline, lighting installed on the exterior of the house that is not designed specifically to ward off intruders is considered "decorative." For example, lighting fixtures placed to frame a garage door or to illuminate access doors, other than the main entrance, fall under this guideline.
- 0. Lights mounted higher than six (6) feet off the ground must be pointed downward and away from neighboring residences.
- 0. Any lighting may be reviewed, as installed, by the Board of Directors. If any lighting installation is found to be out of compliance with the CC&Rs or these Guidelines, the Board may require such lighting to be modified or removed.

Landscape

- 0. Indirect low level lighting is encouraged.
- 0. The wattage of light bulbs used in decorative lighting shall not exceed 60 watts.

Security

- 0. Security lighting is defined as lighting installed on the exterior of the building designed to preclude access to the property by unauthorized persons. Lighting designed to provide for the safety of authorized occupants of the property is included in this definition.

- 0. Security lighting must be intermittent; it cannot be installed to be on all the time during darkness. Either manual or automatic controls may be used to control lighting, but security lighting may not remain on continuously.
- 0. Security lighting must be installed so as to minimize impact on neighbors.
- 0. Security lighting may not exceed 300 watts per fixture.

III. DECORATIVE LANDSCAPE ELEMENTS

- . Statues, outdoor art, fountains, birdbaths, and all other decorative landscape elements, if visible from any street or from any other property, must be approved by the ARC.
- . FLAGPOLES AND AMERICAN FLAGS (The ARC must not prohibit the display of the flag of the United States)
 - 0. Homeowners may display either one (1) Wall Mounted flagpole or one (1) Freestanding (in-ground) flagpole.
 - 0. Wall mounted (on-home) flagpoles must be mounted at an angle, to an exterior wall of a residence and may not exceed six (6') feet in length.
 - 0. Freestanding (in-ground) flagpoles, or any flagpoles not attached to a residence must be installed within the boundaries of homeowner's property.
 - 0. Only the American flag can be displayed.
 - 0. Flagpoles may not exceed twenty-five (25') feet in height.
 - 0. Flags may not exceed four (4') feet by six (6') feet.
 - 0. All freestanding (in-ground) flagpoles must be of satin-brushed aluminum finish.
 - 0. If flags are going to be displayed 24-hours a day the flag must have proper lighting at night.
 - 0. Homeowners must follow the "Federal Flag Code."

IV. PATIO SLABS, PATIO COVERS AND GAZEBOS

- . DUE TO PARTICULAR CONCERN ABOUT PROPER DRAINAGE, ARC APPROVAL IS REQUIRED PRIOR TO POURING OF ANY CONCRETE.
- . Gazebos must be screened from common area view and must meet minimum setback requirements.
- . Setbacks must be clearly indicated on any plans submitted to the ARC for approval and must meet all City and County building code requirements.
- . A completed Patio Cover Checklist (Exhibit D) must be included with any patio cover or gazebo plans submitted for approval by the ARC.
- . Patio covers and gazebos may be of "Alumawood" or stucco construction, which may include other materials, as may be permitted by governing building codes. All exposed wood surfaces must be finished per Paragraph F, below.
- . Acceptable roofing materials are:
 - 0. Open Lattice (Alumawood)
 - 0. Solid Metal (Alumawood)
 - 0. Roof tile to match dwelling
- . Exposed surfaces must match or harmonize with the existing colors and materials of the dwelling.
- . Gutters and downspouts, if used, shall be painted to match adjacent roof and/or wall material, or the trim color of the dwelling.
- . Metal pipe supports are not permitted. The minimum size for wood or stucco support posts is six (6") inches by six (6") inches.
- . The following materials are not permitted in the construction of patio covers or gazebos:
 - 0. Sheet metal or sheet aluminum. (except Alumawood)
 - 0. Corrugated plastic, fiberglass or metal
 - 0. Plastic webbing, reed or straw like materials
 - 0. Composition shingles
 - 0. Exposed rolled roofing.

V. POOLS, SPAS AND RELATED EQUIPMENT

- . Submittal of complete construction plans showing placement of pool or spa and all related equipment is required.
- . Setbacks must be clearly indicated on the site plan, and meet all governing building code requirements.

- C. Placement of pool equipment must take into consideration the proximity of neighbors and the potential for creating a possible noise disturbance to adjoining property.

VI. PERIMETER AND ADJOINING WALLS, FENCES, GATES AND HARDSCAPE

- A. ADJOINING WALLS / FENCES
 - 1. No fence or wall shall be erected or altered without prior approval of the ARC.
 - 2. All walls or fences shall match adjacent walls and residences and must be maintained, repaired, restored, and replaced, as necessary, at the owner's expense.
 - 3. Any walls removed or damaged must be restored to their original condition and specifications.
- B. GATES - No gate shall be altered without ARC approval. All gates shall be made of wrought iron and aesthetically maintained. NO wooden gates are permitted.
- C. HARDSCAPES - Textured surfaces, such as brick, stone and stamped or exposed aggregate concrete, are encouraged.
- D. DRIVEWAY EXTENSIONS - Driveways may be widened, however, planter areas are required along the property line to break up the area.

VII. AWNINGS AND SHUTTERS

- A. Decorative exterior window shutters, painted to compliment the existing dwelling, are permitted.
- B. All security shutters must match or harmonize with the existing colors and materials of the dwelling and must be of maintenance free material.

VIII. OTHER STRUCTURES AND ADDITIONAL MODIFICATIONS

- A. Installation of screen doors does not require prior ARC approval. This exception does not apply to security bar doors, Rolladen shutters, or storm doors.
- B. Solar screens of black, gray, or tan color may be installed without prior ARC approval.
- C. The ARC must approve Solar Panels. All pipes and materials must be painted to match the exterior of the home.
- D. Play equipment, if taller than the rear and side yard walls, requires ARC approval. All playground equipment shall be no taller than six (6) feet. All playground equipment shall be placed in the rear yard and not closer than five (5') feet from any side or rear property line.
- E. Permanent or Portable Basketball backboards and hoops are not permitted.
 - . Garage conversions are not permitted.
 - . Storage sheds are allowed provided that they meet the following criteria:
 - 0. The shed does not exceed six (6') feet at the highest point of the roof.
 - 0. It shall not exceed six (6') feet by eight (8') feet in area.
 - 0. It is manufactured or painted in a color scheme to match the residence, including the roof.
 - 0. It is not placed within three (3') feet of any side or rear property line.
 - 0. It conforms to all applicable government codes and ordinances.
 - . Satellite receivers are permitted in accordance with the Code of Federal Regulations. The following is SPCA's position on size, color, and location of such: Satellite & TV receiving antennas are permitted without ARC approval provided they meet the following criteria. Any modifications to these criteria require an application to the ARC.
 - 0. Ground Mounted Dishes
 - . The maximum allowable diameter of a ground mounted satellite dish is **one meter** (1 m).
 - . Maximum allowable height from the ground to the top edge of the dish is five (5') feet.
 - . Satellite dishes must be fully screened from view from adjacent streets, sidewalks, and common grounds. Ground mounted dishes may not protrude above the surrounding property fence or wall.
 - . Shrouded "umbrella style" satellite dishes may be acceptable depending on location and style, and provided that such dishes are neutral in color, and compatible with the surrounding construction.
 - 0. Above Ground Mounting Dishes
 - . Satellite dishes or receivers of 18" in diameter or less will be permitted to be installed on to the structure above the fence or wall.
 - . Such dishes must be painted to match exterior of home.

- c. Such dishes must be located to minimize visibility from any streets, sidewalks, neighbors and common areas. It is however, the understanding of the ARC that Federal Law allows placement of the dish to allow for optimum reception.
- I. Holiday lighting may be installed without ARC approval. It must not be installed more than four (4) weeks prior to the recognized holiday and must be **removed** within two (2) weeks after the recognized holiday.

Any architectural element may be reviewed, as installed, by the Board of Directors. If any such installation is found to be out of compliance with the CC&Rs or these Guidelines, the Board may require that installation to be modified or removed, at the homeowner's expense.

Town Center Village Community Association
ARCHITECTURAL AND LANDSCAPEING IMPROVEMENT REQUEST
EXHIBIT B

Please complete and include **EXHIBIT D**; & **EXHIBIT E**, along with (two) 2 sets of your proposed improvement plans to **Town Center Village Community Association C/o Ideal Community Management 6767 W. Tropicana Ave Ste. 200 Las Vegas, NV 89103**

Homeowner Name: _____ Date _____

Address: _____ Lot No: _____

Contact Information: Work/Cell Phone: _____ Evening Phone: _____

Proposed Start Date: _____ Completion Date: _____ Name of contractor: _____

PROJECTS BEING SUBMITTED: (Please check all appropriate spaces)

- | | |
|---|---|
| <input type="checkbox"/> Pool Equipment
<input type="checkbox"/> Spa & Equipment
<input type="checkbox"/> Satellite Dish/ TV Antenna
<input type="checkbox"/> Fence(s)
<input type="checkbox"/> Awnings
<input type="checkbox"/> Gutters
<input type="checkbox"/> Lawn Only
<input type="checkbox"/> Landscaping: _____ Front _____ Back _____ | <input type="checkbox"/> Patio
<input type="checkbox"/> Patio Cover
<input type="checkbox"/> Sports Apparatus & Play Equipment
<input type="checkbox"/> Gazebo
<input type="checkbox"/> Painting
<input type="checkbox"/> Drains (if altering existing grade)
<input type="checkbox"/> Other _____
<input type="checkbox"/> Side (check appropriate space (s)) |
|---|---|

PLEASE FILL IN DETAILS IF NOT SHOWN ON PLANS:

1. Are all existing (previously installed) improvements shown on plans? Yes No
2. Landscape additions require: Names of plants
 Location of plant material
 Color and sample of rock material (if appropriate)
3. Types of building materials used: _____
4. Color scheme of improvement: _____

CHECKLIST:

- | | | |
|--|-----|----|
| A. Country and/or City building permits attached? | Yes | No |
| B. Impacted Neighbor Statement signed by all affected neighbors attached | Yes | No |
| C. Original submittal and plans with 2 copies included? | Yes | No |

Please initial each paragraph below:

____ NOTE: Owners remain permanently responsible for the maintenance and upkeep of additions and modifications to their property and must be recorded with their deed.

____ NOTE: Plans that are approved are not to be considered authorization to change the drainage plan as installed by the developer. The review is intended to consider aesthetic applicable aspects of drainage. Owner may also need to acquire approval from the County/City for permission to encroach within County/City easement.

- PROPER PERMITS MUST BE OBTAINED PRIOR TO ANY WORK COMMENCING.
- TREES AND LAWNS MUST MAINTAIN A MINIMUM SETBACK OF THREE FEET (3') FROM PERIMETER WALLS.
- ALL CONCRETE MUST BE EARTH TONE OR NATURAL COLOR. NO VIVID COLORS PERMITTED.
- DO NOT USE DECORATIVE ROCK THAT CONTAINS HIGH CONCENTRATIONS OF MINERAL SALTS DUE TO THE CORROSIVE NATURE OF SUCH SALTS.
- MAINTAIN PROPER DRAINAGE OF LOT AS INSTALLED BY THE DEVELOPER.
- DO NOT RAISE GRADE AGAINST WALLS OR HOUSE FOR ANY REASON.
- DO NOT CASUE WATER TO FLOW AGAINST HOME OR OVER ADJACENT LOTS.

PLEASE INCLUDE THE FOLLOWING INFORMATION WITH YOUR REQUEST:

1. Description of Improvement/Landscaping.
2. Location of Improvement to unit and dimensions.
3. Complete dimensions of proposed Improvement.
4. Measurements of Improvement in relationship to unit and neighboring unit(s).
5. Description of materials and color schemes.
6. Two (2) sets of plans with signatures from adjacent and facing neighbors.
7. Signed copy of Condition for Approval and Disclaimer attachment.
8. Review entire set of Covenants Conditions and Restrictions (CC&R's) to be in full compliance.

YOUR PROPERTY GRADE WAS DESIGNED BY A STATE LICENSED CIVIL ENGINEER TO DIRECT WATER AWAY FROM THE STRUCTURE AND ADJOINING PROPERTIES TOWARDS THE STREET GUTTER WATER COLLECTION SYSTEM. FAILURE TO MAINTAIN PROPER DRAINAGE MAY CAUSE, BUT IS NOT LIMITED TO: DAMAGE TO NON-MOISTURE RESISTANT IMPROVEMENTS, HEAVING OF FOUNDATION SOILS, UPLIFT OF PERIMETER FOOTINGS, DEFORMATION OF THE FRAMING AND DAMAGE TO ADJACENT PROPERTIES

9. Do not obstruct or impair proper drainage.
10. Do not divert water onto neighboring lots.
11. Do not allow water to pool or to come into contact with house foundation/slab.
12. Patio overheads should be stained to match existing house trim color.
13. Observe side yard set back requirements for any overheads.
14. Any rework of the grade adjacent to the existing fence should be done very carefully to eliminate any kind of drainage problem to the adjacent neighbors. The grade cannot be raised against the fence for any reason.
15. Wrought iron, slump stone and wood fencing may not be modified without prior written approval.

This approval is limited to a determination as to quality of materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations of the structure to be built on your property. You must comply with all provisions of the CC&R's recorded against your property especially as to any height restrictions or restriction as to number of stories. Your improvement must comply with all city and county building ordinances. The improvement may require a building permit that you would be responsible to obtain. It is not the duty or responsibility of the architectural committee to check compliance with any of the covenants, conditions and restrictions or building ordinances. If for any reason the plans do not conform to those covenants, conditions and restrictions, building ordinances, or proper building practices and designs the responsibility is solely that of the owner and is subject to the approval and enforcement rights set forth in the CC&R's. In approving your submission the association neither assumes responsibility or liability for your compliance, nor waives its rights to hereafter enforce your compliance.

Homeowner must submit construction schedule to the Architectural Review Committee prior to commencement. Notification to the Architectural Review Committee must be given for inspection upon completion of this home improvement. Should you have any further questions, please contact the undersigned.

You must return this signed form to the Architectural Review Committee . By signing below you acknowledge that:

- I. The drainage on your property at this date is designed installed and functioning properly.
- II. You indemnify the Association, Developer and all third parties from any damage resulting from your proposed improvement.
- III. Your proposed improvement may impair remaining developer warranties, if any.

Acknowledged and agreed:

Date

Homeowner

Date

Homeowner

**TOWN CENTER VILLAGE
COMMUNITY ASSOCIATION
IMPACTED NEIGHBOR STATEMENT
EXHIBIT C**

On _____, _____ Submitted the attached plans
(DATE) (NAME)
For installation of _____.

These plans were made available to neighbors as required and noted below for their review. They have been notified that I am submitting these plans to the Architectural Review Committee for approval.

Facing neighbor: _____
(PRINT NAME) (SIGNATURE)

N/A Property vacant

Address: _____ Date: _____

Right side neighbor: _____
(PRINT NAME) (SIGNATURE)

N/A Property vacant

Address: _____ Date: _____

Left side neighbor: _____
(PRINT NAME) (SIGNATURE)

N/A Property vacant

Address: _____ Date: _____

Rear neighbor: _____
(PRINT NAME) (SIGNATURE)

N/A Property vacant

Address: _____ Date: _____

I HAVE REVIEWED AND UNDERSTAND THE PLANS MENTIONED ABOVE

(SUBMITTER'S SIGNATURE)

NOTE: The "*facing neighbor*" is the one most directly across the street in the front of your property; the "*Rear neighbor*" is the one most directly behind your property. Where multiple neighbors may be impacted, each neighbor must have the opportunity to review the plans; use the back of this form for additional signatures. Please include all information.

NOTE: All signatures must be obtained prior to submitting plans for approval. Failure to obtain appropriate signatures may result in delays in the approval process.

**TOWN CENTER VILLAGE
COMMUNITY ASSOCIATION
NOTICE OF COMPLETION FOR HOME IMPROVEMENT(S)
EXHIBIT E**

(Complete and return *AFTER* installation of improvement has been completed)

Fill out form and return to:

Town Center Village Association
Architectural Review Committee
C/o Ideal Community Management
6767 W. Tropicana Ave Ste., 200
Las Vegas NV 89103
Phone: 702-247-1115; Fax: 702-247-1118
Website: www.ideal-mgmt.com;

HOME OWNER NAME (PRINT)

DAY PHONE NUMBER

ADDRESS

IMPROVEMENT(S)

DATE OF COMPLETION

Note: Owners remain permanently responsible for the maintenance and upkeep of additions and modifications to their property and must be recorded with their deed.

DO NOT WRITE BELOW THIS LINE-FOR STAFF USE ONLY

	C=COMPLY		NC= NONCOMPLY	
	<u>C</u>	<u>NC</u>	<u>C</u>	<u>NC</u>
Pool	___	___		
Spa	___	___		
Fencing	___	___		
Basketball Hoop	___	___		
Gate/Screening	___	___		
Stucco	___	___		
Landscaping	___	___		
(Trees: F, S, R)	___	___		
Other: _____				

(STAFF SIGNATURE)

(DATE)