

**RULES AND
REGULATIONS**

**LAS CASITAS
TOWNHOUSE OWNERS'
ASSOCIATION**

July 2013

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INTRODUCTION:

These rules have been established to serve as comfortable guidelines for enjoying the Las Casitas 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 rules 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 Las Casitas Townhouse Owners' 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 community management company at:

Associated Professional Services
4966 S. Rainbow Blvd.
Suite 100
Las Vegas, NV 89118
(702) 257-1277 ext. 150
info@apsmanagement.com

In addition to the CC&Rs, Bylaws and the Rules & Regulations, all local, county, state and federal laws and ordinances must be observed.

ANIMALS:

1. Residents are responsible for cleaning up after their pets. Any litter deposited by pets on lawns, sidewalks, paths, other common areas, or anywhere else on the property must be removed immediately by the owner of the animal.
2. Residents are responsible and liable for any personal injury or property damage caused by their pets.
3. No livestock, reptiles, insects, poultry or other animals of any kind are permitted to be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept on the lots provided that they are not kept, bred or maintained for commercial purposes or in unreasonable numbers.
4. No more than four (4) pets are permitted to be kept on any lot unless approved in writing by the Board of Directors.
5. All pets must be kept within the fenced/walled yard, or on a leash held by an individual capable of controlling the animal at all times.
6. Residents may not allow any pet to create excessive noise at any time.
7. The Board may prohibit the keeping of any animal that constitutes, in the reasonable opinion of the Board, a nuisance to any other owners.
8. Residents that 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 contact the Animal Control Department at (702) 455-7710.

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. Homeowners and residents may not make any changes to the common areas including but not limited to the landscaping, irrigation or drainage.
3. Residents can help with the overall maintenance of the common areas by reporting any problems to the community management company.

CONSTRUCTION/MAINTENANCE HOURS:

1. Construction/Maintenance on any lot is limited to the hours of 8:00 AM to 5:00 PM.

FLAGS:

1. A homeowner may display one (1) United States flag made from cloth, fabric or paper; displayed from a pole, staff or window; provided that such flag is displayed in a manner consistent with U.S.C. Section 4, Chapter 1. This does not include a depiction or emblem of a United States flag made from balloons, flora, lights, paint, paving materials, roofing, siding, or any other similar building, decorative, or landscaping materials.
2. Any flag displayed on a unit may not exceed 4 feet by 6 feet. In addition, if a pole is used to display the flag, the pole may not exceed 10 feet in length.

GARAGE SALES:

1. Garage sales are limited to no more than two (2) per household, per year as scheduled by the Association unless authorized in writing by the Board of Directors.

GENERAL MAINTENANCE AND IMPROVEMENTS:

1. All lots and properties in the Las Casitas community must be maintained according to community standards. Community standards at Las Casitas prohibit chipping or fading paint, debris on roofs or awnings, damaged awnings, shutters, or decorative trim, oil, paint, or other stains in driveways, damaged window coverings visible from the street, rusted fencing, mineral deposits on walls resulting from water, cracks in walls and other issues that the Board of Directors deem inappropriate from time to time.
2. No item may be stored in view from the common area.
3. Clotheslines are not permitted.
4. All plans for exterior changes to any lot must be submitted in writing to the Board of Directors for review and approval prior to work commencing on said plans. Such exterior changes or improvements include but are not limited to the installation of any building, structure, fencing, patio cover, screen door or landscape enhancements.
5. All plans for improvements must include the Las Casitas Townhouse Owners' Association Application for Improvements Form which may be obtained by contacting the Association's management company.
6. The Board of Directors shall have up to thirty (30) days from receipt of completed plans to approve or disapprove a homeowner's application for improvement.

HAZARDOUS ACTIVITIES:

1. Any activity that may cause a cancellation of insurance or increase the Association's insurance rate is prohibited.
2. No firearms may be discharged anywhere within the Las Casitas community.
3. Open fires are prohibited with the exception of a barbecue fire for cooking contained within a commercially designed container. Barbecue grills that contain gas or coal must be used and stored at least ten (10) feet away from any structure.

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 four (4) weeks prior to the day of the holiday and must be removed within ten (10) 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. Any damage resulting from lights or other decorations are the responsibility of the homeowner. Any such damage may be determined at the discretion of the Board of Directors.
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. Anything deemed to be a disturbance by the Board of Directors must be immediately rectified.
6. Residents must make every effort to avoid damage to Common Areas, including, but not limited to, 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.

LANDSCAPE REGULATIONS:

1. The association is responsible for maintaining all common area landscaping. In addition to maintaining the common area landscaping, the association has also accepted responsibility for maintaining the front yard landscaping of all single family and duplex homes. Residents should contact the association's management

company with any questions or concerns regarding association maintained landscaped areas.

2. All landscaping on all lots must be kept neatly trimmed, properly cultivated, and continuously maintained.
3. Garden hoses must be properly stored when not in use.

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 the Las Casitas community or interferes with the quiet enjoyment of other residents shall be permitted. Radios, stereos, musical instruments, party activities, car horns, etc. shall be restricted at all times to a level that is not disturbing to other residents.

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 as deemed by the Board of Directors.
2. When not in use, the hoop/apparatus must be moved 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 of 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 and 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.

REALTY SIGNS:

1. One (1) temporary realty sign advertising a home for sale may be located in a window or on the front yard of the property that is for sale or for rent.

2. No realty signs shall be permitted to be placed in any common area. Any such signs placed in the common area will be removed immediately without prior notice.
3. Realty signs must be weather resistant material and of professional quality as deemed by the Board of Directors.
4. 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.

SATTELITE DISH INSTALLATION:

1. Residents may install satellite dishes that are 1 meter or less in diameter subject to the preferred locations adopted by the Board, so long as such placement does not unreasonably delay or prevent the installation, maintenance or use of the dish; does not unreasonably increase the cost of installation and does not preclude reception of an acceptable signal quality.

Preferred installation locations are;

(a) on the rear eave of the unit facing the backyard.

(b) on the side eave of a unit at least 15 feet from the front of the residence.

1. Satellite dishes and wires must be properly secured to the unit and unused dishes, mounting hardware and wires must be removed from the unit. All exposed wires must be painted to match the color of the surface on which they are attached.

TIME SHARING AND RENTAL REQUIREMENTS:

1. No time-sharing of units is allowed.
2. All owners must provide their tenants with a copy of the Rules and Regulations within 30 days. Additionally, all homeowners are responsible for keeping their tenants informed of new rules and any other information relating to the association.
3. All tenants must comply with the Rules and Regulations, Bylaws, Architectural Guidelines, and the CC&Rs for Las Casitas Townhouse Owners' Association. Owners are responsible for their tenants and guests.
4. No unit shall be used for any other purpose than single family or residential.
5. No unit shall be leased or rented for a period of less than 90 days. A copy of the lease or rental agreement must be provided to the Association's community management company within 10 days.

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 proper container.
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. All trash must be placed in a tied, plastic bag and placed in a trashcan or garbage can with a tight fitting lid.
4. Trash containers may be placed by the curb for pickup no more than twelve (12) hours before pickup and must be removed from the curb and stored out of sight no more than twelve (12) hours after pick up.
5. Residents must remove from the property all large items such as mattresses, furniture or anything else that will not be picked up by the refuse removal company.
6. Residents will not be permitted to accumulate any unsightly objects, garbage, refuse or obnoxious material on any portion of the property.
7. No hazardous or toxic waste may be kept anywhere on the property.

VEHICLE AND PARKING REGULATIONS:

1. Remember that there are children at play and that this is a residential area. All residents and guests must observe community speed limits.
2. Garages must be maintained to house the amount of vehicles it was originally constructed to house. Garages may not be used for an excessive amount of storage which would prevent the structure from accommodating the intended amount of vehicles.
3. No commercial vehicles may be parked within the development with the exception of a small commercial vehicle, including trucks and vans, which may be parked overnight within the development provided the vehicle is parked in a garage or private driveway, and is not a dump truck, cement mixer, oil or gas delivery truck, flatbed truck, does not have more than two axles, does not contain supplies or equipment on or in said vehicle that is visible from a public or private street or any portion of a lot within the development, and said vehicle is well maintained in a neat, clean and unobtrusive condition. This includes camper trucks or similar vehicles up to and including $\frac{3}{4}$ ton, that are used for everyday type transportation. The acceptability of all such vehicles is subject to the Board of Directors.

4. Only registered and insured vehicles are permitted to be parked anywhere on the property.
5. Any vehicle that is towed for a violation will be at the owner's sole expense.
6. All vehicles must be maintained in working order. Any leaks will not be permitted. Owners are responsible for any damage or clean up caused by a leak.
7. Parking is not permitted on any landscaped area. Any damage caused to the landscaping by a vehicle will be the responsibility of the owner.
8. Parking in the community is limited. Residents and their guests must utilize the maximum amount of parking space available in their private garage, carport and driveway before parking any vehicle(s) in unassigned parking spaces.
9. Unassigned parking spaces are for the use in common of excess operational vehicles for all owners, families, residents and guests. Storage or long term parking of a vehicle in such spaces is not permitted. No inoperable vehicle will be permitted to be parked in unassigned parking spaces.
10. Vehicles may not block any portion of the sidewalk, curbs, private roads or any portion between the private road and the walkways.
11. All alleys are fire lanes. There is no parking allowed in any alley or fire lane. Vehicles parked in any alley are subject to immediate towing.
12. No major vehicle repairs are allowed to be performed on any portion of the property.
13. Any vehicle deemed to be a nuisance by the Board of Directors is prohibited.
14. Garage doors must be kept closed when unattended.
15. Garages shall not be used as living space.
16. Unassigned parking on Las Casitas Way shall be on the east side of the street only, with no parking around the planter area.
17. There shall be no parking on Del Marino Drive, except for the marked parking area at the northeast end and in the clubhouse area at the west end of the street.
18. Trailer and RV parking is permitted only in the marked spaces on the northeast end of Del Marino Drive.
19. No vehicles of any kind, including motor homes, trailers or boats may be used for temporary or permanent residential purposes.

20. All vehicles parked within the community must have a Las Casitas parking sticker or visitor pass visible on the vehicle at all times. The sticker/visitor pass shall be placed on the lower front corner of the passenger side of the vehicle.
21. All units shall receive a maximum of four (4) parking stickers. Parking stickers may be obtained by providing current proof of registration and insurance to the association's management company.
22. Requests for additional parking stickers and/or visitor passes must be submitted to the association's management company in writing.
23. If a vehicle is found to be in violation of any parking rules, it will be given a 48-hour notice to tow, after which the vehicle may be towed at the owner's sole expense.

WINDOW COVERINGS:

1. No aluminum foil, sheets, blankets or any other unsightly material as determined by the Board may be used as window coverings in any residence.
2. Permitted window coverings (drapery, blinds, and wooden shutters) shall be installed in a residence no later than 60 days from the close of escrow and must be maintained in a neat and attractive manner.

ENFORCEMENT POLICY:

This policy sets forth the Las Casitas Townhouse Owners' Association procedures regarding violations of the Association's Declaration of Covenants, Conditions and Restrictions, Bylaws, Rules & Regulations, Architectural Guidelines and Nevada Revised Statute Chapter 116.

1. **Identification of Violations:** Violations may be identified by inspections performed by Management, or by written correspondence from an owner or resident which contains the writer's name and address.
2. **Courtesy Notice:** The unit's owner will be sent a **Courtesy Letter** advising them that they are in violation of the Covenants, Conditions and Restrictions (CC&R's), Rules and Regulations and/or Architectural guidelines of the Association. This notice is intended to remind the owner of the rule and request correction within thirty (30) days.
3. **Hearing Notice:** If the violation still exists at the expiration of thirty (30) days after the discovery of the violation, the homeowner will be sent a **Non-Compliance Action Letter**. This letter will provide the person against whom the fine will be imposed a written notice specifying the details of the violation, the amount of the fine, and the date, time and location of a hearing on the violation, and a reasonable opportunity to contest the violation at the hearing.
4. **Hearing:** The Executive Board will meet in executive session to discuss a violation of the governing documents and/or the alleged failure of a unit's owner to adhere. The Executive Board will hold a hearing before imposing the fine unless unit's owner a) pays the fine, b) execute a written waiver of the right to the hearing, or c) fails to appear at the hearing after being provided with proper notice of the hearing.

The Executive Board will meet in executive session to hold a hearing on an alleged violation of the governing documents unless the person who may be sanctioned for the alleged violation requests in writing that the hearing be conducted by the executive board at an open meeting. The person who may be sanctioned for the alleged violation is entitled to attend the hearing and testify concerning the alleged violation, but the person may be excluded by the Executive Board from any other portion of the hearing, including without limitation, the deliberation of the Executive Board.

The Executive Board will maintain minutes of any decision concerning an alleged violation and provide within 10 days of the hearing, a letter of determination to the person who is subject to being sanctioned.

The Executive Board may make a determination that imposes a fine and/or prohibits, for a reasonable time, the unit's owner or the tenant or guest from voting on matters related to the common-interest community.

5. **Fines:** The Executive Board may impose a fine that does not exceed \$100.00 against the unit's owner for each violation, **unless** a fine being imposed is a result of a violation that is related to a health and safety concern, in which case the Executive Board may impose a fine that does not exceed \$1000.00. The limitations on the amount of the fine do not apply to any interest, charges or costs that may be collected by the association if the fine becomes past due.

If a fine is imposed and the violation is not cured within 14 days, the violation may be deemed a continuing violation. Thereafter, the Executive Board may impose additional fines for each 7-day period that the violation is not cured. Any additional fine may be imposed without notice and an opportunity to be heard.

6. **Collection of Fines:**

Any past due fine:

- a. Bears interest at the rate established by the association.
- b. Includes any costs of collecting the past due fine at a rate established by the association. If the past due fine is for a violation that does not threaten the health, safety or welfare of the residents of the common-interest community, the rate established by the association for the costs of collecting the past due fines:
 - i. May not exceed \$20, if the outstanding balance is less than \$200.
 - ii. May not exceed \$50, if the outstanding balance is \$200 or more, but is less than \$500.
 - iii. May not exceed \$100, if the outstanding balance is \$500 or more, but is less than \$1,000.
 - iv. May not exceed \$250, if the outstanding balance is \$1,000 or more, but is less than \$5,000.
 - v. May not exceed \$500, if the outstanding balance is \$5,000 or more.
- c. May include any costs incurred by the association during a civil action to enforce the payment of the past due fine.

7. **Construction Penalties:** Any improvement, alteration or modification that is visible from any other portion of the common-interest community must be installed, constructed or added in accordance with procedures set forth in the governing documents, rule & regulations, and/or architectural guidelines of the association and must be selected or designed to the maximum extent practicable to be compatible with the style of the common-interest community.

- a. The unit's owner shall adhere to a schedule required by the association for:
- b. The completion of the design of a unit or the design of an improvement to a unit;
- c. The commencement of the construction of a unit or the construction of an improvement to a unit;
- d. The completion of the of the construction of a unit or the construction of an improvement to the unit; or

- e. The issuance of a permit, which is necessary for the occupancy of a unit or for the use of an improvement to a unit.

The association may impose and enforce a construction penalty against a unit's owner who fails to adhere to a schedule as required and to the maximum amount as set forth in:

- a. The declaration;
- b. Another document related to the common-interest community that is recorded before the date on which the unit's owner acquired title to the unit or;
- c. A contract between the unit's owner and the association; and
- d. as long as the unit's owner received notice of the alleged violation, which informs them of their right to a hearing on the alleged violation.

A construction penalty is not a fine.

- 9. **Collection of Construction Penalties:** No less than thirty days after mailing the notice of intent to lien the Executive Board may initiate a lien on a unit for any construction penalty that is imposed against the unit's owner from the time the construction penalty becomes due. Any penalties are enforceable as assessments and may be foreclosed on.

- 10. **Void Provisions:** If any provision of this Policy is determined to be null and void, all other provisions of the Policy shall remain in full force and effect.

This document is adopted at the July 16, 2013 Board of Directors Meeting and is effective September 1, 2013.

By: Edward Bowes
President

Attested By: [Signature]
Secretary