

RIVER LANDING HOMEOWNERS ASSOCIATION RULES AND ARCHITECTURAL GUIDELINES

Adopted February 13, 2006

REPLACES ALL PREVIOUS POLICY LETTERS AND RESOLUTIONS

The Board of Directors is vested with the authority to adopt reasonable rules governing the use of the Common Areas, facilities, and the personal conduct of all Residents (hereafter referred to as "Members") and their guests as outlined in Article VII of the By-laws and Nevada Revised Statute 116. The conduct of all Members is governed by the Governing Documents. Each Member is responsible for the conduct of their minor children, invited guests, and tenants during their use of the Common Areas and facilities. Unlike the CCRs, Articles and Bylaws, which may be amended only by a vote of the entire Association membership, Rules and Architectural Guidelines for the Association are adopted, amended and repealed by the Board of Directors as outlined in Article II, Section 2 of the CCRs, and Nevada Revised Statute (NRS) 116. To the extent that the Rules and Architectural Guidelines conflict with the CCRs or Bylaws, those documents shall govern. The governing documents and their proper implementation by the Board of Directors provide the basis on which the Association can maintain, protect and enhance the community.

I. RULES

The following Rules are adopted to help supplement and clarify the Restrictions found in Article XI of the CCRs and are provided to assist Members in determining their maintenance responsibilities.

A. Landscaping/Exterior Maintenance (Reference CC&R Article XI, Section 7, 8, 10 & 18)

1. Landscaping shall be maintained in a neat and attractive condition and shall not be allowed to fall in disrepair. Lawns shall be mowed and edged on a weekly basis during the growing season (March 1 to November 1) and as needed during the months the lawn is dormant. Lawns shall be fertilized and watered as needed to maintain a healthy lawn. Lawns shall not be watered more often than is allowed by any government agency. Lawns must be re-seeded or have sod added as required to cover dead spots. Lawns must be maintained free of weeds and rock areas must be maintained free of weeds and grass.

2. Trees, hedges, and bushes must be trimmed as required to maintain a neat and attractive appearance. Dead plants and trees must be removed and replaced.

3. Homes must be painted as required to maintain a neat and attractive condition. Prior written approval is not required if the same color as currently exists on the home is used. Written approval from the Board of Directors is required for a color change.

4. Garage doors must be repaired or replaced when damaged. Repaired or replaced panels must match the existing panels for style and color. If the entire door is replaced it's not necessary to match the style or color of the replaced door. The new door may be painted the same color as the replaced door, trim color or it may be white. Doors or panels with windows may be replaced with doors or panels that don't contain windows and vice versa.

5. Walls erected by Members or the builder shall be maintained, repaired or replaced when necessary. This includes, but is not limited to, painting, and/or preventing or removing water stains. Walls shall not be allowed to fall into disrepair. This includes the exterior walls facing all streets and roads inside and surrounding the Association.

6. Storage and debris shall not be visible from the street or any other lot.

7. BBQs and lawn furniture used in the front of a property shall be stored out of sight when not in use. BBQs shall not be left out overnight.

8. Trash, debris, trashcans and recycle bins shall be placed on the curb for pick-up no earlier than 12 hours prior to the regularly scheduled pickup time. Any trash not picked up shall be removed and stored out of sight along with trashcans and recycle bins within 12 hours after the scheduled pickup time has passed. All trash must be placed in a sealed container or garage bag. Debris must be neatly stacked or bundled.

9. Only curtains, drapes, shutters or blinds may be installed and used as permanent window covers. Paint, newspapers, blankets, sheets, foil or similar covering shall not be used as window coverings either inside or outside the dwelling.

10. Holiday lights and decorations shall be put up no earlier than one week before the holiday and removed no later than one (1) week after the holiday. Christmas lights may be put up by Thanksgiving, but must be removed by January 10th.

B. Pets (Reference CC&R Article XI, Section 5)

1. Members walking dogs shall carry a "solid waste retrieval device" (such as a plastic bag) at all times. All feces are to be immediately removed and properly disposed of. Residents must not permit their dog, cat or other animal to deposit feces or urine on other Member's lots.

2. Dog barking is to be controlled at all times. Excessive barking should be reported to the Clark County Animal Control at the time the infraction occurs.

3. Animal feces shall not be allowed to accumulate on any lot. As a minimum, feces shall be cleaned up weekly.

4. Members are encouraged to have tags on pet collars or computer chips for identification.

5. No pet of any type is allowed within the pool area.

C. Signs (Reference CC&R Article XI, Section 7)

1. One sign in support of a politician running for office may be posted in the front yard as long as the sign does not exceed two (2) feet by (3) three feet in size. Sign shall not be attached to any house or wall. These signs shall be removed within one week after the election is held.

2. One "For Sale" sign is permitted to be installed in the yard when professionally installed. Members shall not place signs advertising the sale of their home in any common area.

3. Signs advertising pool or patio installation are allowed during construction but must be removed one week after completion of construction. These signs will be no larger than two (2) feet by two (2) feet.

4. Signs advertising the installation of alarm systems are allowed in the ground in the front yard or displayed in the front window. Only one sign per household is allowed and the sign must not exceed one (1) foot by one (1) foot.

5. Members are encouraged to fly the U.S. flag on a daily basis. Only U.S. flags mounted on the front of the home or on a flagpole approved by the Board of Directors are allowed. The flag must be removed or replaced when worn or faded. Flags will not be larger than 5 feet by 8 feet. The flagpole must be removed if no flag is being flown. Only one flag per home shall be flown.

6. A different flag or seasonal banner, attached to the front of the house, may be flown instead of a U.S. flag. The flag or banner must be removed or replaced when worn or faded. Any additional flag or banner pole must be removed when not being used. The flag or banner will not be larger than 3 feet by 5 feet. Only two flags or banners, in any combination, may be flown at a time.

D. Nuisances (Reference CC&R Article XI, Section 11 & 13)

Off-road vehicles, dirt bikes, or any other unlicensed vehicle shall not be operated on any portion of any lot or on any portion of the Common Areas.

E. Parking (Reference CC&R Article XI, Section 14 & 20)

1. Boats, boat trailers, motor homes, campers, commercial vehicles, and the like, may park on the community streets or on a driveway for a short period of time, not to exceed twenty-four (24) hours at a time (or 48 hours in a one week period), for the purpose of minor cleaning, loading and unloading only.

2. Junked, wrecked or unlicensed vehicles will not be stored in the driveway or yard. These vehicles will be stored in the garage or removed to commercial storage within 24 hours.

3. Vehicles will not be parked in the yard unless a designated parking spot, in the back yard, has been approved by the Board of Directors.

4. Vehicles shall not be stored or worked on in any Common Area parking lot.

II. ARCHITECTURAL GUIDELINES

The purpose of the Architectural Guidelines is to protect, maintain, and enhance property values within the community. **Written approval is required from the Board of Directors prior to making any exterior additions, changes, modifications or conversions to a home or landscaping unless otherwise indicated.** This includes, but is not limited to, converting lawn to xeriscape or vice versa, adding/changing windows, moving/modifying exterior block walls, erecting or modifying wood fences, room additions, balconies, storage sheds, patio covers and gazebo. A design plan must be submitted and approved by the Board of Directors prior to starting construction (except as noted below). Please allow up to thirty (30) days for approval of your design plan. Completed work that does not conform to the approved design plan will be subject to correction at the Members expense.

A. Architectural Guidelines (Reference CCR Article V, Section 2; Article XI, Section 4, 6 & 14)

1. The following structures, conversions, and/or modifications including, but not limited to, the following shall not be approved:

a. Wood fences or gates are not allowed. Existing wood fences or gates erected on or before October 1, 2002 do not need to be removed until such time as they need to be repaired or replaced. At that time they shall be replaced with a block wall and/or iron gate.

b. Removal of garage doors to convert garage into living space.

- c. Driveway extensions for the purpose of providing additional parking.
- d. Antennas shall not be permitted.
- e. Basketball goals mounted on the house

2. The following structures, conversions, and/or modifications may be done without obtaining written permission from the Board of Directors:

- a. Swimming pools, Spas or hot tubs as long as they cannot be seen from the street or any other Members lot and conform to all city and county building codes.
- b. One for one replacement of trees and plants. Minor landscape improvements, such as installing additional plants and trees do not need prior approval.
- c. New roof shingles as long as the colors are brown, grey or black.
- d. Security door on the front, side or rear of house as long as they are the same size as the door, and they are painted to match either the existing front door, house or trim color.
- e. Solar screens as long as they match the color of the house or trim.
- f. Garage doors as long as they are painted to match the color of the replaced door, house trim, or left white. They may have windows, but windows are not required even if the original door had windows.
- g. Satellite dishes with a diameter of less than 1 meter may be installed on the side or back of the house. Installation on the front of house requires written permission. All cables and connections to the house must be painted to match the house or trim.
- h. Phone and cable lines may be installed on the exterior of the house provided they are securely fastened to the house or trim and are painted to match the house or trim.
- i. Existing roof mounted air conditioning units may be replaced without approval. Existing window mounted or swamp coolers installed on the side of any home required written approval from the architectural committee to replace. New window mounted air conditioners or swamp coolers mounted on the side of any home require written architectural approval.

B. Architectural Review Submission (Reference C.C. & R. Article V, Section 2)

1. Members who wish to modify, change paint color, or add to the exterior of an existing structure, rebuild a damaged structure, build or erect a new structure, change existing landscaping that is visible from the street or common areas, or change or add to existing block walls, or construct a new block wall or fence must first submit to the Board of Directors design plans or drawings, and/or written specifications of any such modifications, changes, or additions for their review and approval before requesting a building permit and/or commencing work.

2. To obtain approval for a design plan, forward it to the Board of Directors through the Management Company. A Design Review Request (DRR) form, which can be obtained from our Management Company, must be completed and returned with a design plan.

a. Design plans shall outline the scope of work to be accomplished. Be as detailed as possible. Include name/address/phone number of contractor (if used). Provide an estimated start and completion date in the design plans.

b. Once the project is approved, the Member is responsible for obtaining all necessary building permits from appropriate governmental agencies. The Member must obtain the permits prior to starting. Members must present the permit(s) to the Board of Directors when directed.

c. Progress inspections may be made by a representative of the Board of Directors to ensure the work being done meets the specifications found in the design plan. Upon completion, the homeowner will notify the Board of Directors so a final inspection can be conducted to ensure the integrity of the design plan was not compromised.

d. Normally, projects must be completed within 30 days. For complex projects the Board of Directors may grant additional time to complete the project.

4. It should be noted and understood that if a Member commences construction on a project without first gaining approval from the Board of Directors then that act will be considered a violation of the CCRs and the resident may be called to a hearing and fined \$50 regardless of whether or not said project is eventually approved.

5. A project is not considered completed until the Board of Directors has conducted a final inspection. This inspection is to ensure no unapproved modifications were made to the project without the Board of Directors approval. The Member remains fully responsible for ensuring the completed project meets all city and county building code requirements.

III. COMMON AREAS

A. Overview: Common areas (pool area, entrances, and RV parking area) are maintained by the Association for the enjoyment of every Member, guest, or tenant of the Association. Users of the Common Areas are subject to the conditions set forth in the CCRs, these Rules and Architectural Guidelines, Bylaws and Articles of the Association. Any repair and replacement costs arising from damage caused by the Member, Members minor children, guest(s), or tenants will be billed to the Member. The Board of Directors is authorized to take any and all legal action to collect these costs. The following activities are prohibited in all Common Areas:

1. Motorized vehicles to include, but not limited to, go carts, skateboards, scooters, and motorcycles. Vehicles shall not be parked and stored in any Common Area parking lots without approval from the Board of Directors.

2. Fires of any type.

3. Fireworks of any type.

4. Trash and debris will not be dumped in the Common Areas. Members shall clean up the immediate area after use and dispose of trash in the trashcans provided in the Common Areas.

5. Pets of any type.

6. Members will not park any vehicle for sale or post any signs advertising sales (including realtor "For Sale" signs) or candidates running for office in the common areas.

7. Glass bottles and/or containers of any type.
8. Member parking is allowed in the pool parking lot for only the time they are actually using the pool. Unauthorized vehicles shall be towed after proper notice is given per NRS 116.

IV. PENALTY POLICY AND PROCEDURE

A. Overview: The primary intent of levying or imposing penalties against Association residents is to ensure uniform compliance with the CCRs, Rules & Regulations, and other Governing Documents. The Board of Directors has the right to impose various penalties for noncompliance, including levying fines, and has the right to collect these fines. The Board of Directors has adopted an increasingly exacting policy to achieve compliance with the Governing Documents. After a violation the Member will receive the following:

NOTE:

If the Board of Directors determines a violation affects the safety or health of the Association other Association Members, then a fine may be assessed and a hearing will be scheduled as soon as practical.

1. Courtesy Notice: Notice to inform a Member that a violation of the Association's governing document may have occurred. This is an "unofficial" notice and is merely intended to remind the homeowner to take corrective action. Normally, Members will be sent a courtesy notice at the first instance that a violation of the CC&Rs may have occurred. This step may be skipped if a homeowner has a history of infractions or has started a exterior project without Board of Directors approval.

2. Notice of Violation: Formal notice to inform a Member a violation of the Association's governing documents has or is occurring. This is an official request for compliance within the time frame prescribed in the letter.

3. Notice of Hearing: If the violation is not resolved after sending a "Notice of Violation," a Hearing Notice will be sent to the offending Member by both regular and certified mail stating that the offending homeowner is required to appear for a hearing on the stated violation. The hearing notice will include the fine the board may impose for non-compliance and a demand for immediate action to correct the stated violation.

NOTE:

If a Member has a history of the same or similar violations within the past six months, a Notice of Hearing may be sent in lieu of a Notice of Violation.

4. Notice of Fine: If the Board of Directors determines a violation exists, the Board of Directors shall notify the offending Member by both regularly and certified mail that a fine was levied and that the violation must be corrected within the prescribed timeframe to avoid additional fines. Notices of fines will go out each month as additional fines are levied until the violation is corrected to the Board's satisfaction.

a. A violation shall be deemed continuing if the violation is not corrected to the satisfaction of the Board of Directors after a hearing has been held, regardless of whether or not the Member appeared for their hearing.

b. If the violation has resulted in damage to the Common Area, the Board of Directors may order that the damages be repaired at the expense of the offending Member. This is in addition to any fines that were imposed.

5. **Filing a Complaint:** Members who witness a violation of the governing documents may file a complaint with the Board of Directors through the management company. The complaint must contain the following items.

- Name, address, and signature of the Members filing the complaint.
- Address of the Members allegedly violating the governing documents.
- Nature of the alleged violation.
- Date and time of the alleged violation

A Board member or management representative will attempt to validate the violation. If the violation is of a nature that cannot be validated by a Board member or management representative (loud music/noise, dog barking), then written complaints by two separate homeowners (living at different addresses) must be submitted to substantiate the complaint. The Board of Directors has the final decision on whether action will be taken. Complaints may be mailed or faxed. Anonymous complaints will not be accepted. **Members who have allegedly violated the governing documents have the right to review the written complaints received from the Member making the complaint.**

B. HEARINGS: The primary intent of a hearing is to determine if a violation of the Governing Documents or "Rules" has occurred. The Board of Directors shall request that the offending Member appear so that the violation can be discussed and a course of action be determined for resolving the violation. The Board of Directors shall notify the offending Member of the status of any fines imposed. The Board will follow the following procedures:

1. Upon hearing all of the evidence, the Board may, by a majority vote:
 - a. Find that no violation existed and waive any pending fine.
 - b. Find that a violation existed, but has since been corrected and suspend the pending fine.
 - c. Find that a violation existed but has since been corrected and impose the suspended fine.
 - d. Find that a violation exists and suspend the pending fine to give the Member additional time to correct the violation.
 - e. Find that a violation exists and impose the pending fine along with any additional penalties as set forth hereinafter.
2. In the event it is determined that a violation exists or was committed, the Board of Directors may order any or all of the following penalties:
 - a. Require the offending Member to sign an agreement to correct the violation within a specific time frame and to post a cash bond, not to exceed \$1,000, guaranteeing performance.
 - b. Suspend the offending Member's voting rights and the right to the use the recreational facilities located in the Common Area as set forth in the Section 12.12 of the Declaration. The homeowner will be considered "not in good standing". Voting rights and the right to use any Common Area will be reinstated once the violation is corrected to the satisfaction of the Board of Directors.
 - c. Levy a fine each week for continuing violations until the violation is corrected to the satisfaction of the Board of Directors.

d. If the violation resulted in damage to the Common Area(s) or exterior walls, the Board of Directors may order that the damage be repaired at the expense of the offending Member.

e. Place the Member in a six-month probationary status whereas any suspended fine(s) may be reinstated for any like violation within the probationary period without notice or hearing. The violation may then be treated as a "continuing violation" and subject to weekly fines until corrected.

3. If, after the hearing, the offending Member fails or refuses to abide by the decision imposed by the Board of Directors, the Board of Directors may, without further notice, elect to compel compliance with such decision as provided for in the CC&Rs and NRS 116.

4. If any Member notified of a violation, after notice as provided herein, shall fail to appear for a hearing, the Board or its designee shall proceed in their absence, and make a determination based on the facts presented.

5. Any action taken by the Board of Directors under this section shall not deprive either party of any remedies otherwise available by law.

C. SCHEDULE OF FINES: In addition to any other remedy that may be available, the Board of Directors may assess a fine, collectible as a Special Assessment, for each violation as follows:

1. \$25.00 per each separate instance of a "conduct" violation that is typically of short duration (examples: parking; trashcans, noise or other temporary nuisance). Continuing violations will be subject to a weekly fine.

2. \$50.00 for a "condition" violation (examples: weeds, prohibited structures, dying lawns, yard debris) that is not cured. Continuing violations will be subject to a weekly fine.

3. Violations that have not been cured to the satisfaction of the Board of Directors within 14 days after a Hearing is held shall be deemed "continuing" and subject to the fines above every seven (7) days.

NOTE:

NEVADA LAW ALLOWS THE ASSOCIATION THE RIGHT TO IMPOSE A FINE AGAINST ANY HOMEOWNER OF THE ASSOCIATION FOR FAILURE OF THAT HOMEOWNER TO COMPLY WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs), RULES AND REGULATIONS, BYLAWS, AND ARTICLES OF INCORPORATION FOR THE ASSOCIATION.

V. DELINQUENT ACCOUNT AND RETURNED CHECK POLICY

A. Overview: Timely payment of Association dues is essential to ensure that the Association can meet its financial obligations. Just like any business entity, the Association has fixed costs that must be met on a monthly basis. Prompt payment of Association dues ensures sufficient financial resources to meet all financial obligations. For your convenience, Association dues may be paid in advance.

B. Delinquent Account: Association dues are payable in advance or must be paid by the first day of September and March. An account is considered delinquent if payment is not received by the 30th day from the due date. **Partial payments will not stop collection action.**

NOTE:

The Board of Directors may use an outside agency to collect delinquent dues. The cost of collection, including attorney fees, fees will be passed on to the homeowner and can be extremely expensive. Failure to pay the amount owed could result in a lien being placed against the home. In extreme cases, the Association could foreclose on the property to recover delinquent dues, late fees and collection costs arising from the failure to pay Association dues. The Association may also use a collection agency to collect any delinquent fines and/or penalties arising from violations. In this case a lien may be placed against the home so these fines and/or penalties can be collected at a later date. Under Nevada Revised Statute 116 the Association cannot foreclose on a home in an attempt to collect violation fines only.

1. **Notices:** The following notices will be sent along with late fees as indicated:

a. **Late Notice:** When an account becomes 30 days delinquent, a "Late Notice" statement with a \$10 late fee will be sent to the homeowner requesting payment in 10 days. An additional \$10 late fee will be imposed each month until the outstanding balance is paid in full.

b. **Notice of Collection Action:** If payment is not received within 10 days after the "Late Notice" is sent, a pre-collection notice will be sent by certified and regular mail demanding payment in 10 days. If payment is not received the account will be forwarded to a collection agency or the Associations attorney for collection action. The homeowner will be responsible for all collection and legal costs associated with collecting their delinquent account.

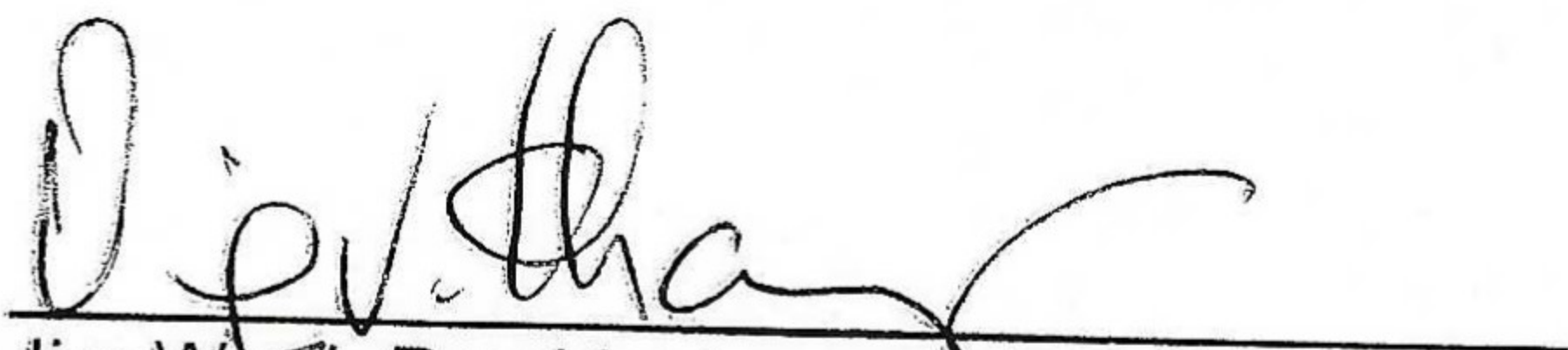
c. **Payment Plans:** The Association, on a case by case basis, may enter into a payment plan and forbearance agreement with an owner. All requests for payment plans must be in writing.

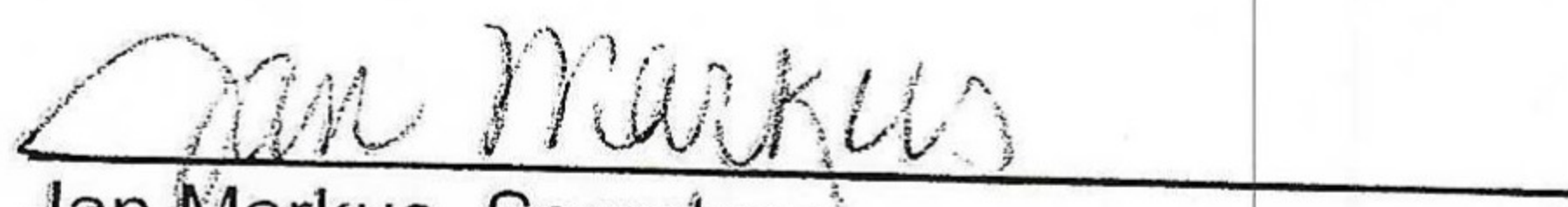
2. **Suspension of Privileges:** The voting rights and right to use of the Common Areas will be considered suspended for those Members whose account is in arrears and who are in violation of the Governing Document. These Members will be considered "not in good standing" and will not be allowed to vote in any election or a change of the governing documents, and their use of the common areas (pool or RV parking area) may be revoked for up to 60 days.

3. **Violation Fines:** Violation fines are delinquent after 30 days from the date imposed. A late notice will be sent after 30 days demanding payment within 10 days. If payment is not received the account may be forwarded to collection to have a lien placed against the property.

C. **Returned Checks:** Checks returned for non-sufficient funds (NSF) or any other reason will be subject to a \$25 administrative processing fee. In addition, if the returned check causes the account to be 30 days or more delinquent, a \$10 late fee will also be added to the account.

Approved by a majority vote of the Board of Directors this date: 2/13/06


Jim Ward, President


Jan Markus, Secretary

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Approved by a majority vote of the Board of Directors this date: 2/13/14

[Signature]
Jan Hatcher, Secretary

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President

FOR DARRIC KRAMER/2014 VP