

STONEBRIDGE ESTATES

HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

April 26, 2007

PREAMBLE

The nature of association living requires a higher degree of cooperation and thoughtfulness among residents than is customary in individual house neighborhoods. It should be the desire of all residents to maintain an attractive, congenial, and pleasant living environment. Self-government of this community requires mature acceptance of restraints on our individual desires and lifestyles.

The Board of Directors of Stonebridge Estates Homeowners Association (the Association) is, by its governing documents, the Declaration of Covenants, Conditions and Restrictions (the CC&Rs), Bylaws, Articles of Incorporation, and these Rules and Regulations vested, empowered, and charged with the duty, responsibility, and authority, to adopt and enforce RULES AND REGULATIONS governing the conduct of all persons living in or visiting the Stonebridge Estates Community (the Community).

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

1. OWNERS RESPONSIBILITIES

- 1.1. It is the homeowners' responsibility to see that all tenants, guests, and persons inhabiting their home are in compliance with the Rules and Regulations of the Association as adopted in the governing Declaration of Covenants, Conditions, and Restrictions and as adopted in the following Rules and Regulations.
- 1.1.1. The homeowner will be held directly responsible for such persons and for any damage to Association property that they might cause. Damage assessments will be based on cost of repairs or replacement and labor for actual cleaning and/or repair of facilities.
- 1.1.2. These Rules and Regulations do not supersede the Bylaws and/or Covenants, Conditions, and Restrictions.
- 1.1.3. Each owner shall, at his own expense, keep his property and its equipment and appurtenances in good order, condition, and repair and in a clean and sanitary condition.
- 1.1.4. Each owner, at his own expense will be responsible for towing of parked vehicles on the street in the red zones, where the signs are posted "no parking", if inoperable, and commercial vehicles.

2. HEALTH AND SAFETY

- 2.1. Any activities of residents or their guests that threatens the health or safety of any other person within the community are subject to an immediate fine without warning. The fine is not to exceed one hundred dollars (\$100.00) per occurrence. The threatening activities include but are not limited to traveling at unsafe speeds, driving in an unsafe manner, driving in common areas, leash violations of aggressive pets, fire, and chemical or biological hazards.

3. OCCUPANCY

- 3.1. Occupancy use is limited solely too residential purposes and no commercial activity or business of any kind shall be conducted from any portion of the residence, including all Common Areas.
- 3.2. Occupancy under a license or rental agreement shall not constitute membership in the Stonebridge Estates Homeowners Association but does bind occupant to comply with the By-Laws, CC&R's, and the Rules and Regulations.
- 3.2.1. No sub-leasing of any kind shall be allowed or permitted.
- 3.2.2. No homeowner and/or occupant shall interfere with the enjoyment, comfort, rights, or convenience of any other homeowner and/or occupant.

3.2.3 A copy of lease shall be given to the Association within ten (10) days of the commencement of the lease term.

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

3.4. No garage, shed, tent, trailer, or temporary structure of any kind shall be permitted for any purpose except for use related to construction and/or repairs. Garage sales are not permitted. However, removable/non-permanent event tents may be allowed upon owner receiving prior written authorization from the association.

4. BUILDINGS AND GROUNDS

4.0.1. Each owner shall maintain his entire lot in a neat and orderly condition. No rubbish, weeds, debris, or unsightly objects shall be placed or allowed to accumulate on a lot. This includes, but is not limited to, gravel, sand, concrete blocks, or other construction material placed on the curb, street, sidewalk, driveway, and other areas visible from the street.

4.0.2. Lawns and landscape areas visible from the street are to be maintained in a neat and attractive appearance.

4.0.3. No garbage, trash, junk, motorcycles, bicycles, toys, clotheslines, auto parts, bathing suits, towels, or anything that creates an unkempt or cluttered appearance is not permitted in the front yard.

4.0.4. Trash containers are to be stored from street view and neighboring property except for days of trash collection. All trash containers may be set out 12 hours before scheduled trash day and stored from view the evening of trash collection.

4.0.5. All buildings or structures, including walls and fences, upon any lot shall be kept in good repair and adequately painted.

4.0.6. No exterior clothes-drying device shall be permitted on any lot unless it is screened from all views exterior to the lot on which the drying device is located.

4.0.7. Garage doors are to be kept completely closed at all times except for entering and exiting and for daytime home repairs.

4.0.8. Garages are prohibited to be converted to living space or to be used solely for storage except vehicles.

4.0.9. In reference to Declaration Section 7.16, commencement of construction is defined to be the date the property owner obtains a building permit required by Henderson Ordinance to build the single family residence.

4.0.10. In reference to Declaration Section 7.16, completion of single family residence construction is defined to be the date certificate of occupancy is issued for the single family residence.

4.1. Common Area

4.1.1. No activity is permitted which would damage or deface the grounds, walkways, and improvements in the Common Areas. This includes the destruction of grass, shrubs, trees, sprinklers, light fixtures, walls, and other improvements, landscaping, and structures.

4.1.1.1 **Homeowners will be held responsible for the actions of themselves and their guests/tenants and will be fined for violations of the Association's governing documents and will be expected to fully reimburse the Association for all expenses incurred in the replacement or restoration of damaged items.**

No one is allowed to disturb the Common Areas where plant material is growing.

4.1.2. No littering of the Common Areas is allowed.

4.1.3. No motorized vehicles, bicycles, skateboards, roller skates or the like are allowed on any landscaped areas.

4.1.4. Feeding animals in the Common Area is not allowed. This also includes feeding wild birds or pigeons.

4.1.5. Promptly report any damage or problems in the Common Areas, which may cause immediate harm or damage to persons or property, to the Management Company.

4.1.6 Gate remote controls can be purchased from the association for \$100.

4.2. Landscaping

4.2.1. All Common Area landscaping, trees, and shrubbery shall be placed and maintained by the Association. At the discretion of the Board of Directors, all unauthorized trees, shrubs, and plants shall be removed.

4.2.2. No homeowner or tenant shall disturb or dictate work to any contractor of the Association. All complaints and concerns must be put in writing and forwarded to the association and the Management Company.

4.3. Modification of Building Exteriors and Grounds

4.3.1. No alteration, structural improvement, modification, addition, or change in the exterior design or finish of any building or landscape shall be commenced without the prior written approval of either the Board of Directors or the Architectural Review Committee.

- 4.3.1.1 Any such unauthorized changes or alterations shall be restored to the original condition, common scheme, or design by the direction of the Board of Directors and at the expense of the homeowner.
- 4.3.2. No homeowner shall take any action or permit any action to be taken that will impair the structural soundness or integrity or safety of any building or other structure in the project or impair any easement or right on personal property which is a part of the project, without written approval of the Board of Directors.
- 4.3.3. No electrical device of any kind or type or nature shall be allowed to operate from or within any residence site or any portion of the Common Area that produces interference with another homeowner and/or occupant's radio or television reception.
- 4.3.4. Approved window coverings include drapes, curtains, blinds, and shutters. No other types of window coverings such as paper, aluminum foil, sheets, etc. will be permissible.
- 4.3.5. No fence or wall may be extended or altered without prior written approval of the Board of Directors or the Architectural Review Committee.
- 4.3.6. No structure, hot tub, decking, etc. may be erected without the prior written approval of the Board of Directors or the Architectural Review Committee.
- 4.3.7. All fences, hedges, walls, or other dividing structures must be approved by the Architectural Review Committee prior to the start of construction. Owners of a lot bounded by a wall constructed on an exterior boundary street shall have the obligation to and be responsible for maintenance of the exterior side of the wall.
- 4.3.8. Any package submitted to the Architectural Review Committee for modification of building exterior and grounds shall require a \$2,000 cash deposit.

5. STREETS AND PARKING

5.1. Street Use and Restrictions

- 5.1.1. All of the streets within the complex are private streets subject to the complete control of the Association.
- 5.1.2. The speed limit on all streets shall be 20 miles per hour. Any and all posted signs must be obeyed.
- 5.1.3. Streets are not to be used by unlicensed motorcycles or motor operated vehicles by anyone.

- 5.1.4. Motorized vehicles of any type not equipped with an appropriate muffling device shall not be operated upon any portion within the Community.
- 5.1.5. The movement and operation of any or all vehicles is limited to the paved roadways. No vehicles of any kind shall enter upon any portion of the landscaped areas.
- 5.1.6. Any and all fire lanes must be kept clear at all times. Any parking in fire lanes, fire hydrants and cul-de-sacs are subject to immediate towing without notice.

5.2. Parking

- 5.2.1. Vehicles parked in red curb areas are subject to immediate towing at the expense of the owner.
- 5.2.2. No vehicle shall be parked in such a manner as to impede or restrict the normal flow of street traffic.
- 5.2.3. No motor homes, trailers (including house, utility, horse, and boat, campers, 5th wheels, jet skis), pickup trucks with camper shells above the cab level, and trucks one (1) ton or greater are to be parked anywhere within the Community except when vehicles are parked in such a manner that the vehicle is adequately screened as determined by the prior written approval of the Architectural Review Committee or parking of vehicles as specifically permitted, in writing, by the Board of Directors. These vehicles parked on the street will be subject to fines or being towed at the owners expense after the 48 hour parking limit.
- 5.2.4. No inoperative vehicle of any type, including vehicles with cobwebs, flat tires or unregistered shall not be allowed to stand on or within any street or any portion of the Community for more than forty-eight (48) hours before towed at the owner's expense.
- 5.2.5. Residents are to first utilize their garage for the parking of their vehicles, then the driveway, then the street area. Garages shall be made available for the storage of automobiles.
- 5.2.6. Commercial vehicles are not allowed to be parked or stored anywhere on the property. However, moving vans, delivery vans, maintenance vehicles, landscaping trucks, or similar vehicles may be temporarily parked on a residents' driveway or in the street in front of the resident's home when parked solely for the purpose of reasonably prompt loading, unloading, delivery, maintenance and/or landscaping service. Under no circumstances shall commercial vehicles remain on property overnight.
- 5.2.7. Guests may not park their vehicles in the street for longer than **seventy-two (72) consecutive hours** without notifying and obtaining approval from the association.
- 5.2.8. No repairing of vehicles shall be allowed on any portion of the streets within the Community.

- 5.2.9. Any damage to lawn or landscaped areas caused by vehicles parked on them shall be repaired at the owner's expense.
- 5.2.10. The Board of Directors may and shall use its own reasonable discretion as to the removal of any vehicle appearing in violation of any of the above Rules and Regulations and may have it towed away at the owners expense and shall be held harmless in doing so.
- 5.2.11. When and where applicable, the foregoing shall apply to all tenants, guests, invites and to all persons when upon the property of the Stonebridge Estates Homeowners Association.
- 5.2.12. Oil leaks and/or spills onto the asphalt streets are the owner's responsibility to clean immediately, in order to prevent damage to the asphalt. Should the Association have to clean the oil leak or spill, the owner of the lot will be responsible for any cost incurred for the cleaning and may be subject to attend a hearing with the Board before a fine is assessed.

6. PETS

6.1. General

- 6.1.1. No more than three (3) common household pets are permitted per unit.
- 6.1.2. No animal shall be kept, bred, or maintained for commercial purposes.

6.2. Control of Pets

- 6.2.1. An owner of a pet shall at all times be fully responsible for its care. The owner shall at all times be in full and complete control of said pet and not allow it to enter upon other residence sites for the deposit of its feces or create other nuisances. The owners of the pet shall be solely responsible for the prompt and immediate removal of all feces deposited on the Common Area or a residence site.
- 6.2.2. No pet shall be permitted outside the occupant's lot on any Common Area unless secured by leash or suitable restraint. Any pet found running loose will be reported to the Animal Control Center.
- 6.2.3. No pets of any kind are to be tied to trees, stakes, or any exterior building structure in the Common Area.
- 6.2.4. Excessive barking and other pet noises that are deemed to be a nuisance to the Association are not permissible.

- 6.2.5. The owner and/or occupant shall indemnify and hold the Association harmless from any and all damage and/or injury incurred by any animal owned by or under the control of the owner and/or occupant.
- 6.2.6. Animal owner's who do not adhere to the leash law or who do not clean up after their pet(s) in the Common Areas will be placed in violation and may be subject to attend a hearing with the Board before a fine is assessed.
- 6.2.7. Animal owners with pets that create a nuisance, such as but not limited to howling or barking excessively will be placed in violation and may be subject to attend a hearing with the Board before a fine is assessed.

7. SIGNS

- 7.1. "For Sale" and "For Rent" signs are not allowed.
- 7.2. All other signage requires association approval.
- 7.3. No signage may be installed on common property without association approval.
- 7.4 One (1) "Political Sign" is allowed to be posted on a private parcel and shall not exceed 24" by 36" per NRS 116.325(1).

8. GENERAL

8.1. Refuse Control

- 8.1.1. No garbage, refuse, discards, or obnoxious or offensive materials shall be permitted to accumulate on any portion of the subject property, and the homeowner and/or occupant thereof shall cause all garbage and other like materials to be disposed of by, and in accordance with, accepted sanitary practice. All refuse may be placed on the curb the evening before collection day and removed the evening of collection day.
- 8.1.2. All refuse must be deposited in the appropriate containers.
- 8.1.3. Garbage and refuse must be contained to keep it from being spread throughout the Community.
- 8.1.4. No owner and/or occupant shall keep or permit to be kept any unsightly object or objects in and about his lot, which are visible from the exterior of such lot.

8.2. General

- 8.2.1. Radios, stereos, musical instruments, party activities, car horns, and other noise sources shall be restricted at all times to a level that is not disturbing to other residents. Any resident, in writing, to the association, may report noise problems.
- 8.2.2. Peace disturbance is a police matter and the affected homeowner or resident is responsible for calling the police and registering a complaint.
- 8.2.3. No owner shall maintain, cause to be maintained, or permit to be maintained any nuisance in and about the Community. The Board of Directors shall, in its sole discretion, determine what shall constitute a nuisance.
- 8.2.4. The Board of Directors, Management Company, and each owner and/or occupant shall have the right to prevent or stop any violation of any of these Rules and Regulations by injunction or other lawful procedure and to recover damages resulting from such violation, including interest thereon, attorney fees, and court costs.
- 8.2.5. No action or condition may exist that is in violation of any local, county, state, or federal law or ordinance.
- 8.2.6. All complaints and notices to the Board of Directors must be in writing and include the homeowner's name, address, and telephone number. The Board of Directors will not take action on unsigned complaints or notices. Tenant complaints must come from the homeowner.
- 8.2.7. Holiday decorations are permitted to be placed no more than 30 days prior to the holiday; however, they must be removed within thirty (30) days from the end of the holiday.
- 8.2.8. All sporting equipment must be stored out of view when not in use.

IN WITNESS WHEREOF, the foregoing rules and regulations were adopted by the Board of Directors of the Association on April 26th, 2007.

Janna L. Sanson, President

Bryan A. Rutledge, Secretary