



LOS PRADOS

RULES & REGULATIONS

2021

Effective February 13, 2021

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LOS PRADOS COMMUNITY ASSOCIATION, INC. RULES AND REGULATIONS

I. PREAMBLE

PURPOSE: These Rules and Regulations establish the basic standards of conduct required of all homeowners or tenants of the Los Prados Community Association (the “Master Association”) in order that all homeowners or tenants may enjoy to the fullest of their individual rights, while respecting the rights of others, to the quiet and peaceful occupancy of their home and the use of common ground and facilities.

A. While each homeowner owns their individual deeded property and has all the rights, privileges and responsibilities of ownership, the ownership and use of common facilities are shared with all other homeowners and/or their tenants. However, each homeowner’s use of their own property and the common facilities is subject to the restrictions set forth in the Covenants, Conditions and Restrictions of Los Prados (CC&Rs) , as well as these Rules and Regulations.

1. These Rules and Regulations are not intended to take the place of the existing Master Declaration of CC&Rs. Nothing in these Rules and Regulations is intended to supersede any Federal, State, County or City statute or ordinance or any of the Master Association's governing documents including the CC&R's, Bylaws and Articles of Incorporation now in force or as amended hereafter. In the event any of these Rules and Regulations conflict with Federal, State, County or City statutes or ordinances, the Master Association's CC&Rs, Bylaws or Articles of Incorporation, such Rule or Regulation shall be deemed void and unenforceable.
2. As part of these Rules and Regulations, the following policies and procedures are adopted by reference. Copies of any or all of these policies may be obtained by requesting them from the Front Desk at the Clubhouse:
 - a. Assessment Collection Policy
 - b. Compliance Enforcement Fine Penalties Policy
 - c. Architectural Policies and Guidelines

II. ADMINISTRATION

PURPOSE: To ensure the protection of these rights and preservation of the value and amenities of the common areas and recreational facilities, the Developer filed the CC&Rs with the Clark County Recorder's Office on July 25, 1986, in Book No. 860725 as Instrument 756, to which every homeowner in the Master Association is legally bound.

- A. The Master Association and the various sub-associations are non-stock, not for profit corporations established to maintain and administer the common property and enforce the restrictions.
- B. Every homeowner of a lot within Los Prados is a member of the Master Association. The Bylaws of the Master Association establish that the affairs of the Master Association be managed by the duly elected Board of Directors, and further articulates the powers and duties of the Board.
- C. The Board of Directors of the Master Association may employ a Chief Operating Officer (COO)/ General Manager (GM) and/or Community Association Manager (CAM) which may change from time to time at the Board's discretion, to administer the affairs of the Master Association. This position reports to and is responsible solely to the Board of Directors. He/she does not make or change policy, procedures or Rules & Regulations. Such authority is exclusively reserved to the Board of Directors. Employment of an individual to perform administrative matters shall not be deemed to change the nature and character of the Master Association as "self-managed." However, nothing herein shall be construed as preventing the Board of Directors from changing the Master Association from "self-managed" to "professionally managed" if permitted in the governing documents and applicable law.
- D. These Rules and Regulations may be amended at any regular legally-constituted meeting of the Board of Directors by a simple majority vote of those Board members in attendance, provided that no rule or amendment shall become effective until thirty (30) days after notifying homeowners of the amendment(s) in the Master Association's newsletter or by separate mailing or as otherwise authorized by NRS Chapter 116.
- E. A copy of the Rules and Regulations shall be maintained in the Master Association's office for inspection during normal business hours.
- F. The conduct of homeowners or tenants, their minor children and their invited guests and tenants, is governed by the Rules and Regulations hereafter set forth. Additionally, each homeowner is liable to the Association for the conduct of their children, invited guests and tenants while upon or using the common grounds or recreational facilities of Los Prados Community Association.
- G. Any failure by the Board of Directors, its officers or employees to proceed within the remedies available under the Enforcement and Penalty for Violation Section herein shall in no way constitute a waiver to do so in the future. This also applies to the Master Association, any government agency having jurisdiction, or any corporation or person having legal right, title, or interest, to any remedy in the future.

H. Performance and conduct of Los Prados employees is governed by their managers, COO/GM, or CAM (if so designated). The Board of Directors oversees the GM/COO and CAM (generally one individual) in his/her management of day-to-day operations of the Association.

1. Under no circumstance shall a board member, homeowner, tenant, or guest, berate, harass, or argue with any of the employees or Association's contractors. Homeowners, tenants and guests shall not reprimand or attempt to discipline any Association employee or contractor. Any inattention to duty or lack of courtesy on the part of any employee or Association contractor should be reported to Association's GM/COO/CAM.
2. Homeowners, tenants, or guests who are in violation of this directive will themselves be in violation of the Rules and Regulations and will be subject to the prescribed fines and/or other discipline as set forth under these Rules and Regulations.

III. CODE OF CONDUCT

PURPOSE: To provide for the safety, convenience and enjoyment of the homeowners or tenants and their guests in Los Prados, the Board of Directors has established the following rules pertaining to the conduct of the homeowners, tenants and their guests while using the Common Areas or participating in Association sponsored events, or participating in a round of golf, or while in the restaurant. A homeowner and/or tenant shall be personally and financially responsible for the failure of any individual who is a guest of the homeowner or tenants to comply with these rules.

A. Individuals shall conduct themselves so as not to jeopardize or interfere with the right and privileges of others and shall not compromise the safety of others by their actions.

B. Individuals shall obey all safety rules, including but not limited to, traffic safety signs such as stop signs and speed limit signs, and shall discontinue all unsafe activity immediately upon direction from management or security staff.

C. Individuals shall refrain from loud, profane, indecent or abusive language or acts when addressing other persons, including but not limited to, homeowners, tenants, management, staff, Association contractors and/or guests.

D. Individuals shall not physically abuse, harass, accost, reprimand, threaten, harass or otherwise engage in a course of conduct against any other person, including but not limited to, any resident, guest, staff member, director or contractor. The prohibited acts stated herein are subject to NRS 116, which addresses that such action(s) causing harm or serious emotional distress, or the reasonable apprehension thereof to the person or creates a hostile environment for that person, shall be guilty of a misdemeanor.

E. Use of the community association dumpsters by homeowners, tenants, and/or guests is prohibited.

F. Soliciting is not permitted within Los Prados unless solely for the purpose of conducting community Association business, including collecting signatures on a ballot or petition related to Association business. Soliciting includes, but is not limited to: posting, distributing, or leaving in public areas (except community bulletin boards made available for this purpose) business cards, brochures and flyers, door-to-door solicitations, and leaving notices on or in mailboxes. Leaving unstamped mail or flyers in resident's mailboxes is a Federal offense. For purposes of this Rule, "solicitation" does not include political speech or political activities engaged in by homeowners or tenants where they are expressly permitted by NRS Chapter 116.

IV. USE OF COMMON AREA FACILITIES

Extensive recreational facilities have been provided within the common area and are maintained for the use by homeowners or tenants, their families, and invited guests. These facilities represent a substantial capital investment by the homeowners. Maintenance and replacement of worn or damaged equipment is expensive and the cost is borne by the homeowners. Therefore, it is the responsibility of all to use the facilities with care and to report any obvious violations, misconduct or damage to the Security Officer on duty or to Management.

A. General Rules

1. No unaccompanied guests are permitted to use the recreational facilities except for the restaurant and/or golf course.
2. The tenant of a homeowner is authorized to use the facilities only if the homeowner has specifically authorized his/her tenants to do so in writing and agrees to accept financial responsibility for any and all damage caused by such tenants, their dependents and guests. This is not to be construed to read that the tenants are not liable for their actions and the actions of their guests.
3. Photo Identification – All homeowners and tenants 14 years and older are issued photo identification cards, which should be carried when using the common area facilities.
4. Children under 14 years of age must be accompanied by an adult when using the golf course, pools and tennis/sport courts unless otherwise authorized by Management. However, all Los Prados homeowners, tenants and/or guests are permitted to use the pools and sports courts, when open. All guests must be accompanied by the homeowner or tenant at all times when present at the Association's pools and tennis/sport court amenities.
5. Homeowners or tenants in Los Prados shall not profit financially by charging guests for the use of facilities without prior approval by the Chief Operating Officer.
6. All accidents on common area property involving homeowners, tenants or their guests must be reported to the Association office at (702) 645-4523 and/or to Security at (702) 645-8360.
7. There is a curfew for children under the age of 18 unless accompanied by an adult. This curfew begins at 10:00 p.m. and ends at 5:00 a.m. and is in effect for all common areas.
8. Persons with no apparent business at the Clubhouse will be escorted out of the building and, if the person involves a minor, a parent and/or guardian will be notified. A second occurrence of this type may result in the parents being issued a citation.
9. Parents are responsible for the conduct and actions of their children. Unacceptable conduct and damage to common area facilities may result in actions against the parents.

10. Homeowners and tenants are responsible for the actions and conduct of their guests and their guests' children. Any unacceptable conduct or damage to the common area facilities may result in action against the homeowner and/or tenant.
11. Skateboards are prohibited from the Clubhouse area, including the parking lot and tennis courts and the golf course.
12. Motorized skateboards and scooters must obey all regulations that apply to other motor vehicles. Motorized skateboards are expressly prohibited from using any pedestrian walkways.
13. Los Prados Administration and Security have the power and authority to impound any vehicle found to be in violation of Nevada State Law(s), Las Vegas City Ordinance(s) or Los Prados Rules & Regulations. This includes, but is not limited to, motorized skateboards, go-carts, golf carts, motorcycles and automobiles. Any fees relating to such impound will be borne by the vehicle owner.

B. Tennis Courts/Sport Courts

The operation of the tennis/sport courts is under the direct management of the Master Association.

1. All homeowners or tenants desiring to use the tennis/sport courts are required to leave their valid Los Prados ID card with number and photograph, or driver's license with the attendant at the Pro Shop or for after hours situations, with the bartender on duty. These items of identification will be returned to the homeowner or tenant when the key is returned.
2. A homeowner or tenant may reserve use of the tennis/sport court in advance by contacting the Pro Shop (702) 645-5696. If the Pro Shop has closed for the day, the homeowner or tenant must contact the Front Desk at the Clubhouse at (702) 645-4523 during normal business hours. Otherwise, usage is on a first come basis.
3. The attendant at the Pro Shop and/or the bartender will compare the photograph to the person requesting the key to the courts. If the photograph is not the same as the person making such request, the Association cannot release the key to the court.
4. Player(s) must sign in with their name, address and telephone number. The Pro Shop attendant or bartender will maintain the sign-in sheet and note when the key was checked out and in.
5. The Association and the Board of Directors reserves the right to institute a fee to utilize the courts (e.g., usually due to outside tournament play).
6. Hours of operation and Rules for Use of Courts will be posted outside court entrance.

C. Swimming Pools

There are two (2) pools within the Los Prados common area managed by the Master Association.

1. Pool hours are posted at each pool. No activity is permitted other than during posted hours.

2. Pool furniture is the property of the Association and is not to be removed from the pool area at any time.
3. No glass containers or bottles are permitted in the pool area.
4. Lifeguards are not provided; therefore, use of the pool is at the risk of the user.
5. An adult must accompany children under the age of 14.
6. Appropriate swimming attire must be worn at all times. No “cut-offs” are permitted.
7. The operation and use of the swimming pools are subject to regulations issued by the Nevada State Board of Health and the Clark County Health Department. These regulations are posted at the pools.
8. All individuals who require diapers must wear rubber pants or swim diapers and must wear an appropriate swimsuit.
9. All persons utilizing the pools will be checked for Los Prados IDs at random times by Security. Guest(s) of a Los Prados resident utilizing the pools must present identification to the Security Guard when asked. The Board of Directors and the General Manager reserves the right to implement temporary or permanent rules addressing the safety and well-being of pool users without further amendment to these Rules and Regulations. Such temporary or permanent rules shall be posted at poolside. Pool users must obey all rules posted at poolside.
10. Each resident is allowed up to two (2) guests at the pools and each guest may not be at the pool(s) without the resident at any time. Any resident requesting more than two (2) guests must obtain the approval of the General Manager.
11. Pets are not permitted in the pool area, with the exception of service animals. Service animals are prohibited from being in the pool.

D. Golf Course

The golf course is an integral part of the common area owned by Los Prados homeowners and managed by the Master Association and has the potential to produce a positive annual net income for the Master Association that could result in lessening the financial responsibilities of the homeowners. The proper use and upkeep of this facility is of utmost importance to every Los Prados homeowner. To help maximize golf income in Los Prados golf, the following rules and regulations pertain to homeowners, tenants, their families, guests and outside players, whether or not they play golf. The golf course is dedicated for the playing of golf only. Neither the golf course nor the cart paths shall be used as a park, walking path or shortcut to or from the pools or clubhouse.

E. Cart Policies

1. Persons who own or use a golf cart, but do not play golf and who do not pay the required annual trail fee, are prohibited from operating the cart on any part of the golf course at any time. An individual may only use his/her own golf cart on the course if he/she pays a green fee plus, an annual or daily trail fee. Information on fees may be obtained at the Pro Shop.
2. Except for maintenance and service carts of the Association, gasoline powered golf carts are NOT allowed in Los Prados.
3. All golf carts in Los Prados must be registered with the Administration office.

F. Membership Plans

The Board of Directors may approve various membership plans. Membership plans entitle the member to available tee times during the year, subject to prior reservations and course hours and the terms and conditions of the particular membership plan(s) approved by the Board of Directors. Information on membership plans and green fees may be obtained at the Pro Shop. The terms and conditions of various membership plans and/or daily greens fees may be changed from time to time without further amendment to these Rules and Regulations.

G. General Course Rules

Players are subject to all course rules, including temporary rules that may be posted at the Pro Shop. These rules include, but are not limited to:

1. Observing the 90-degree rule for carts on the fairways.
2. Keeping the cart on the cart path during inclement weather or when otherwise required by course conditions as determined by the Director of Golf or Golf Course Superintendent.
3. Golfers are urged to replace/repair any fairway divot and to repair their ball marks on the greens. Sand is available on tee boxes and on Los Prados carts. Private cart owners are encouraged to carry a sand container in their cart.
4. Players may purchase food and beverages from the restaurant or snack bar prior to and during play. A beverage cart may be available on the course from which food and beverages may be purchased.

H. Dress Code

Appropriate golf attire is required as follows:

1. No shirtless play will be allowed.
2. No bathing suit attire.
3. No halter-tops.
4. No bicycling attire.
5. No T-shirts permitted.
6. Golf shoes must have soft spikes.

I. Restrictions

1. Homeowners whose Los Prados property is under lien to the Master Association and/or who have failed to pay monthly assessments, and/or are in violation of the CC&Rs or the Rules and Regulations, may be prohibited from the use of the golf course and other common area facilities after notice and hearing. Such prohibition extends to any tenants who rent/ lease said property.
2. Bicycles and skateboards are expressly prohibited from the golf course and cart paths.
3. Pedestrians are expressly prohibited from the golf course either walking for pleasure or walking pets. The golf course and cart paths are restricted to the use of golfers who have paid greens fees and trail fees associated with playing a round of golf.
4. Homeowners' and/or tenants' privacy will be respected at all times. Under no circumstances will any golfer trespass onto a homeowner's property to retrieve a golf ball.

J. Course Marshal - The duties of the course Marshal are to advise players of rule infractions and to monitor the pace of play. Infractions of posted rules during a round of play may lead to expulsion from the course. Rulings of a Marshal are final.

V. SECURITY

Security Services are integrated into Los Prados consisting of:

- A. Manned-security, required identification card (ID), and/or transponder-controlled gates at the entrances to Los Prados.
- B. Los Prados Security is not meant to replace the Las Vegas Metropolitan Police Department, but rather is intended to assist and supplement the efforts of the homeowners, tenants and guest(s) to protect themselves and their property. The primary responsibility for safety both to the individual and their property remains with the homeowner or tenant. The effectiveness of security is, to a large extent, dependent on the cooperation of all homeowners, tenants and guest(s).
- C. Los Prados Security is under the direct control and administration of the Master Association. Security Officers are authorized to issue a “Notice of Violation” for an infraction of the following:
 - a. Failure to obey traffic signs
 - b. Parking violations
 - c. Violation of other Rules or Regulations of the Association
- D. All homeowners, tenants, guests, employees and contractors must enter through the appropriate-manned, ID card controlled, and transponder entrances.
- E. Homeowners, tenants, or tenants hosting parties involving non-residents must notify Security at (702) 645-8360 one week prior to the event if twenty-five (25) or more persons are invited. In the event that Security determines one or more additional Security guards are necessary, the member/tenant shall be required to pay for the cost of the additional guard(s) in advance. For any party involving non-residents, a guest list shall be provided to Security minimum 24 hours prior to the event to facilitate access to the community. Use of Community.Dwellinglive.com website is encouraged whereby residents can add names to their visitor list accordingly.

VI.

SIGNAGE IN LOS PRADOS

General Rules Concerning Sale, Lease/Rent, Open Houses and Estate Sales. Except as otherwise set forth herein, signs are not permitted on Common Area Property without the express permission of the Board of Directors, General Manager, or designee.

- A.** Homeowners or tenants are responsible for notifying the Realtor, if applicable, regarding compliance with the following requirements in the Los Prados Community Association.
- B.** Homeowners, with or without a Realtor, who wish to sell or lease/rent their property shall abide by the following:
1. No sign (such as directional signs, poster, billboard, advertising device, or other displays) shall be placed in the common area of the community. This includes the “T” at the front and back entrances on Los Prados Circle (Loop Road) and entrances to the villages. In addition, no signs shall be placed in windows, on balconies, walls, fencing, etc.
 2. All signs must be commercially crafted, conform to all regulations and may not exceed six (6) square feet.
 3. Embellishments to signs (such as balloons, flags, pennants, audio equipment, etc.) are not allowed. This excludes age-restricted signs, pool and other type of rider signs.
 4. Authorized signs shall not be allowed to deteriorate to an unattractive or unsafe condition. The Association, or its designees, may remove any sign installed in violation of these regulations.

C. For Sale, Lease or Rent Signs

A listing sign is permitted to be placed on the property provided that:

1. The sign is installed entirely within the property line and no closer than 3 feet of the property line.
2. The sign does not exceed six (6) square feet in size and may be two-sided.
3. If a residence has two (2) exposures e.g., golf course frontage or Los Prados Circle, a second sign is allowed.
4. On a corner lot, placement on the corner is allowed.
5. No sign may hang over a property line or fence or be attached to it.
6. Two (2) informational riders highlighting feature(s) of the property is allowed.
7. Maximum size of rider is one (1) square foot and may be two (2) sided.
8. A sales brochure/flyer box, if utilized, may be attached to the signpost.

9. Sign MUST be removed no later than three (3) days following the close of escrow or lease/rental of the property. The Association must be notified of sale or lease/rental.

D. Open House Signs

An Open House sign may be placed on the homeowner's property, provided:

1. The Association, or its designee, is notified of the location, day, date and time, and name of the listing Realtor or homeowner not less than two (2) days prior to an Open House.
2. Utilizing other private property to display directional and/or additional signage is not allowed.
3. An Open House shall be restricted to the hours of 9:00 a.m. to 6:00 p.m. The sign must be removed within one (1) hour of close of the Open House.

E. Estate/Moving Sales

An Estate Sale is allowed upon the demise of a homeowner/resident. A Moving Sale is allowed in cases of relocation.

The following rules apply to both Estate and Moving Sales:

1. The Association, or its designee, is notified of the location, day, date and time, and name of the exhibitor no less than two (2) days prior to the event.
2. It is held entirely within the confines of the residence. There shall be no display in open garages, on lawns, or in driveways.
3. No sale signs may be displayed on the common area. It is permissible to have one (1) sign on the private property of the residence for the day of sale only.

F. Community Non-Profit Organizations and Association-Sponsored Events Signs

Only community-affiliated non-profit associations, clubs and/or the Master Association may utilize common area to display signs for events or other purposes and then only with the prior approval of the Board of Directors or its designee. Size and location of the sign advertising the event must be approved by the Board of Directors or its designees. Sign MUST be removed within one (1) hour of the close of the event. Requests to place signs on the common area must be submitted in writing to the General Manager in the manner approved by the Board of Directors. Forms are available at the front desk.

G. Political Signs

Political sign means a sign that expresses support for or opposition to a candidate, political party or ballot question in any federal, state or local election or any election of the association.

1. All political signs exhibited must be not larger than twenty-four (24) inches by thirty-six (36) inches.
2. A homeowner or tenant may exhibit as many political signs as desired but may not exhibit more than one (1) political sign for each candidate, political party or ballot question.
3. Signs may not be placed earlier than sixty (60) days before an election and must be removed no later than thirty (30) days after the election.

VII. **PETS**

- A. In accordance with the City of Las Vegas, only three (3) dogs and three (3) cats per household are allowed.
- B. All pets will be properly licensed and vaccinated.
- C. No livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other small domestic pets may be kept on the lots, provided these are not kept, bred or maintained for commercial purpose, or in any unreasonable numbers.
- D. Notwithstanding the foregoing, no animals or fowl may be kept on the properties that result in any annoyance or are obnoxious to homeowners or tenants in the vicinity. In any event, the homeowner or tenant will be responsible to other homeowners, for any and all damage to the property and/or person caused by pets of any homeowner or tenant guests or invitees.
- E. The following non-exclusive list of activities by a pet or pets may be considered nuisances:
 - 1. Pets running at-large, except in the fenced yard of the homeowner/tenant.
 - 2. Pets damaging, soiling, defecating on private property or the common areas.
 - 3. Pets causing noticeable odors.
 - 4. Pets making or causing noises of sufficient volume to disturb any resident. This shall include pets continually barking or making other noises that can be heard by neighboring residents or Management.
 - 5. Pets attacking or otherwise interfering with the freedom of movement of persons and other pets on the common areas, chasing vehicles, attacking other pets, or creating a disturbance in any other way.
- F. Pets shall be maintained on a leash and controlled at all times by a responsible person when in the common areas. Pets are not permitted on the golf course or in the Clubhouse, with the exception of service dogs. The golf course prohibition includes pets riding in golf carts, with the exception of a service animal.
- G. At all times homeowners or tenants walking dogs or cats are to immediately remove and properly dispose of pet waste.
- H. Cats are considered pets and are not allowed to roam freely or unsupervised.
- I. Homeowners or tenants observing stray pets should contact Security at (702) 645-8360. Due to risk of injury, Security Officers may not detain any animal. Any expenses incurred in reclaiming a pet will be borne solely by the pet owner. Homeowners or tenants may contact Animal Control at (702) 229-6444.

- J. Dog barking is to be controlled at all times. Excessive barking should be reported to Animal Control at the time the infraction occurs.
- K. No pet is to be left unattended in any common area.
- L. Homeowners or tenants must not feed wild life. Encouraging activity where pigeons and other birds may become a nuisance with their droppings or an eventual health hazard is strictly prohibited.
- M. Homeowners or tenants and their guests shall not shelter any stray animal. This prohibition applies to stray or feral cats and registered or unregistered feral cat colonies.
- N. In accordance with the State of Nevada Public Health Rules and Regulations, all animals are prohibited from Association pools and enclosures.

VIII. **VEHICLES**

- A. No vehicle repair activity including, but not limited to, maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicles, trailers or boats, may be performed on any lot, unit or parcel unless it is done within a closed garage. The foregoing restriction shall not be deemed to prevent washing or polishing of any vehicle.
- B. Vehicles operated within the Los Prados Community will be in compliance with all State and Local laws.
- C. All homeowners or tenants vehicles must display the current year sticker on the windshield in addition to the Los Prados sticker and be “currently registered” to enjoy the privileges of gate access.
- D. Vehicles are subject to citation and/or impound by Security when engaged in misuse on the common grounds. Los Prados Community Association and its Security have the power and authority to impound any vehicle found to be in violation of Nevada State Laws, Las Vegas City Ordinances or Los Prados Rules & Regulations. This includes, but not limited to, motorized skateboards, go-carts, golf carts, motorcycles and automobiles. Any fees relating to such impound will be borne by the vehicle owner.
- E. Riding of bicycles, motorcycles, mopeds, scooters, skateboards or other wheeled vehicles is prohibited on lawns or walkways within Los Prados. Only golf carts are permitted on golf cart paths, streets and specifically designated areas. Bicycles may be utilized in Los Prados for access to the pools. Bicycle racks are provided at both pools for this purpose.
- F. All motorized vehicles including golf carts must be registered and all drivers must be licensed as required by law. Drivers of golf carts must be at least 16 years old.
- G. Vehicles must be operated in conformity with all traffic safety signs posted in the community including speed limits, parking and stop signs. Failure to do so may result in fines, suspension of use of common areas, and/or other discipline.
- H. All vehicles operating after sunset on Los Prados streets, roadways, and paths must have a lighting or reflective system installed so as to be visible to other vehicles and pedestrians.

A. VEHICLE RELATED DEFINITIONS

NOTE: These definitions are intended to comply with the CC&Rs. They are also intended to benefit the homeowner or tenant without infringing upon a neighbor's peace and tranquility or bringing a neighborhood into an unacceptable condition.

- 1. Vehicle:** A vehicle means any wheeled conveyance normally operated upon a roadway capable of carrying passengers and/or cargo.
- 2. Commercial Vehicle:** A commercial vehicle is defined as any vehicle registered to a business or corporation or designed in such a fashion as to preclude it from functioning as an everyday family vehicle; any vehicle that bears signage or logos or carries any advertising

- for a commercial venture.
3. **Commercial or Delivery Van:** Any enclosed cab vehicle with an enclosed cargo area large enough for a person to stand in or having a weight rating of one ton or more.
 4. **Bus:** Any vehicle designed to carry multiple passengers where, by design, the driver has a solo position at the front and the numbers of passengers are arranged in rows behind the driver. All buses are considered a commercial vehicle.
 5. **Bicycle/Tricycle:** A two/three-wheeled vehicle primarily powered by physical exertion by the rider(s) onto pedals that transfer the exertion to the wheels. This includes such vehicles that also are equipped with training wheels.
 6. **Motorbike:** A self-propelled, two/three-wheeled vehicle usually powered by an engine.
 7. **Moped:** A two-wheeled vehicle equipped with, and powered by, both pedals and an engine. The engines displacement shall be less than 50cc.
 8. **Motorized Scooter:** A single board self-propelled vehicle having two wheels. The State of Nevada requires that any person driving a motor scooter must have a valid driver's license. The scooter must be registered with the State of Nevada and Los Prados Administration.
 9. **Skateboard:** A single board conveyance usually having four small wheels, two at either end, which resemble roller skate wheels and ridden while standing upright on the board. They are powered by the rider pushing the ground with one foot while standing atop the board. Any skateboard powered by an engine shall be considered a motor vehicle.
 10. **Motorhomes & RVs:** These are any vehicles designed for people to reside in on a temporary basis, whether self-contained or dependent upon auxiliary services.
 11. **Boats, Jet-skis, etc.:** A boat or Jet Ski is a watercraft and therefore, not subject to the provisions of this section. The trailer on which a boat or Jet Ski rides is considered a vehicle and is regulated by this section.
 12. **Trailer:** Any vehicle designed to be pulled behind another vehicle. Trailers are not self-propelled. This section will include trailers of all styles, i.e. flatbed, box, boat and travel or camp trailers.
 13. **Inoperable or Stored Vehicle:** This shall mean any vehicle whose registration has expired, is in an inoperable condition, **and** has not been moved for a period of 72 hours or more.
 14. **Garage:** The garage is the portion of a residence designed for automobile storage. It is enclosed and secured by a door.
 15. **Driveway:** The driveway area shall mean that portion of cement between the line of the closed garage door and the curb area of the street to the front of a residence.
 16. **RV Lot:** The area to the east of the golf maintenance yard that is designated for vehicle and recreational vehicle storage.

B. PARKING REGULATIONS

1. Parking within Los Prados is limited; therefore, certain restrictions are required. Homeowners or tenants shall park in the garage or their driveways. Vehicles shall not be parked in such a manner as to protrude into the street when parked in the driveway.
2. No watercraft, trailers or RVs shall be parked in the driveway of a residence, except during periods of cleaning. Overnight use of a driveway by these vehicles will require special permission from the Security Manager or General Manager.
3. No commercial vehicle, recreational vehicles, camper, trailer or boat other than standard passenger vehicle or passenger van shall be parked on any lot except temporarily for the purpose of loading and unloading.

4. There shall be no overnight on street parking between the hours of 10:00 p.m. and 4:00 a.m. Vehicles found in violation may be subject to tow and/or citation. Homeowners or tenants with special circumstances, e.g., driveway resurfacing, MUST obtain a temporary on-street parking pass from Security or from Administration. Guests of homeowners or tenants will park their vehicles on the resident's driveway. If space is not available on the resident's driveway, guests of homeowners or tenants MUST obtain a temporary on-street parking pass from Security or Administration prior to parking. The pass may be valid for up to ten (10) days. The pass may be renewed one time for an additional ten (10) days. Homeowners or tenants must notify Security in advance when having a party or gathering if vehicles will exceed the 10:00 p.m. hour for parking on the street.

No homeowner may park a pod or other container, including any type of enclosed or not enclosed container, in the street or on their property more than fourteen (14) calendar days. In the event, a homeowner needs more time for a pod/container to be on the street or on the property, the homeowner MUST get approval the General Manager prior to the fourteen-day time period allotted. If any pod or container is placed on the street beyond the time allowed, the pod or container is subject to tow without warning. If the pod or container is parked in the homeowner's/resident's driveway beyond the allotted time period, the homeowner may be called to a hearing by the Board of Directors and subject to a monetary violation. Reminder, trailers of any kind may not be parked on the street or in the driveway at any time unless approval is obtained from the General Manager prior. This section applies to Trash Containers as well.

5. Motorhomes, recreational vehicles, commercial vehicles, trucks or other vehicles larger than a pick-up, or trailers may enter and park for the purpose of loading and unloading only and shall not remain for more than forty-eight (48) hours without prior permission from Security or General Manager.

6. Those homeowners or tenants who possess a number of vehicles, which exceed the number of parking spaces contained within their garages and driveway, MUST make alternate arrangements for the storage of said vehicles.

7. Any vehicle displaying commercial signage or advertising, unless parked for loading and unloading as set forth in paragraph 2 above, must be parked in a garage, with the following exceptions. In accordance with NRS 116.350, the following commercial vehicles are permitted to be parked on the driveways of the homeowners or tenants in the community:

- a. Utility Service Vehicle (public utility including gas, electricity, water, sanitary sewer, telephone, etc.)
- b. Law enforcement or emergency services vehicles (governmental agency, entity identified as providing government services)

8. Inoperable vehicles are to be removed within seventy-two (72) hours after notice or will be subject to fines and towing charges.

C. RECREATIONAL VEHICLE (RV) and ADDITIONAL PARKING AREA

1. The recreational vehicle (RV) parking area is an amenity offered to Los Prados Community Association homeowners or tenants. The primary purpose of this lot is to provide off-street parking space for homeowners or tenants owning recreation vehicles including watercraft and their associated trailers, camping trailers, motorhomes, and camping vehicles including camper shells. Other vehicles and trailers may be parked in the RV parking area on a space-available basis as specified in the rental contract.
2. A Los Prados homeowner or a tenant leasing a home in Los Prados must be named on the title of all vehicles parked in the RV lot and have a current lease agreement on file in the Administration office. Individuals with a leasing agreement are issued a card that identifies their name and space number.
3. As the RV parking area has been designated a revenue-generating source; rent will be charged for all parking spaces used in the RV lot. Prices will vary by size of the parking space and must be paid in advance. The first partial month's rent will be pro-rated so that rents will be due on the 1st of the calendar month. Rental fees are due no later than the 10th day of the calendar month. Payments received after the 10th day will be considered delinquent and shall incur a late fee. Owners of non-recreational vehicles may be provided parking spots on a space available basis but they may be asked to remove the non-recreational vehicle if the lot becomes full.
4. With thirty (30) days notice, the owner or the Association can terminate RV/Other rental agreements. No refunds will be made for partial month usage.
5. Until the renter notifies the Administration office that they are terminating the rental agreement, the renter of RV space remains responsible for the monthly rental charge.
6. The Board of Directors may adjust rental rates from time to time. Charges in the rates will not be retroactive for existing agreements but will become effective upon the signing of a new rental Agreement.
7. Any vehicle found parked in the RV lot that has not been properly registered with the Administration office will be towed. All costs incurred associated with towing shall be at the owner's expense.
8. Refurbishing, repainting or repairing vehicles is not allowed in the RV lot.
9. The RV area must not give the appearance of a junkyard. Vehicles with extensive body damage, missing body parts or flat tires must be completely covered with an appropriate, fitted cover or removed from the area. Management reserves the right to define appropriate.
10. No items may be stored in open truck beds, trailers, or on the ground in the parking spots. All items must be locked in the vehicles for both appearance and security reasons.

11. Keys to the RV area are available at the Ann Road gate. Keys may be checked out by anyone with a current RV space rental agreement by presenting their space identification card. In the event of a lost key, the homeowner or tenant will be responsible for reimbursing the Association for the cost of changing the lock and making additional keys. Unless arrangements are made in advance, keys must be returned to Security within two (2) hours following checkout and no later than 8:00 p.m.

12. The RV parking area will remain locked at all times except for ingress and egress. Those homeowners or tenants accessing the RV area are required to lock the gate after entering and departing the RV area.

13. The Los Prados Community Association is not responsible for and assumes no liability for any damage or loss of personal property parked or stored in the RV parking area, or for any injury to any person or property within the area, including, but not limited to damage, loss or injury caused by fire, accident, theft, vandalism or act of nature.

IX.
NUISANCE / EXCESSIVE NOISE

The governing documents grant each member or tenant of the Master Association the right to peaceful enjoyment of his home and state that no noxious or offensive activity shall be carried on, in or upon any lot or Master Association property, nor shall anything be done therein which is an unreasonable annoyance or a nuisance to any other homeowners or tenants.

1. No light shall be emitted from any lot, unit or parcel that is unreasonably bright or causes unreasonable glare.
2. No loud noises or noxious odors, horns, whistles, bells, audio devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment, large power tools, unlicensed off-road motor vehicles, items which may unreasonably interfere with television, radio reception of any owner in the Planned Unit Development Properties, shall be located, used, or placed on any portion of any lot or exposed to the view of other homeowners or tenants without the prior written approval of the Master Association Board. The Board shall have the right to determine in accordance with the Bylaws if any noise, light, odor, interference or activity producing such noise, light, odor, interference or activity constitutes a nuisance.

X.
TRASH

Trash and recycle containers shall not be placed at the curb more than twelve (12) hours prior to pickup and must be placed in the designated common areas or on homeowner's or tenant's property so that it does not block mail carrier's access to the mailboxes. All items must be placed in closed containers. Trash containers should be stored as to not be visible from the street. Empty containers must be brought inside no later than twelve (12) hours after pickup.

XI.
CLOTHESLINES AND STORAGE

No clotheslines, drying yards, service yards, woodpiles, or storage areas shall be installed, constructed, or erected on any lot without the prior written approval of the Master Association. Under no circumstances shall an approved clothesline, drying yard, service yard, wood pile or storage area be so located as to be visible from the street, golf course and/or public view from the common area.

XII.

YARD LIGHTPOST

The repair of yard lights is the responsibility of the homeowner or tenant. These lights are critical to the safety and security of the community and shall be white in color. Failure to repair a light within fifteen (15) days of notification will result in the Association taking action to correct the problem. A charge will be made to the offending homeowners or tenants for the expense and labor involved.

XIII.

HOLIDAY AND OTHER SEASONAL LIGHTING

Holiday decoration lighting, such as Christmas, Hanukah, or any other lighting the Board of Directors deems to be holiday or seasonal lighting, may only be placed on a homeowner's property 30 days before the holidays and must be removed within 20 days after the holiday. However, the Board of Directors may ask and require a homeowner to remove any light it deems an annoyance or nuisance at any time with a minimum of 15 days notice.

XIV

COMPLIANCE PROCEDURE

The Board of Directors of the Master Association has been granted the power to conduct, manage and control the affairs and business of the Association and to make necessary Rules and Regulations for the operation of the Association property.

Accordingly, the Master Association has adopted the following enforcement procedures for the Rules and Regulations and established penalties as indicated.

A. VIOLATION NOTIFICATION PROCESS: PROPERTIES

1. One or more designated individuals representing the Association will conduct a monthly visual inspection of each residence to determine if they are out-of-compliance. Within a reasonable time after discovery of a violation, the homeowner, and, if different, the person alleged to have violated the rule will be provided written notice(s) (Courtesy Letter) specifying the details of the violation along with the reference to the applicable provision of the Governing Documents that form the basis of the alleged violation. This notice is intended to remind the person(s) of the rule and request correction within fourteen (14) days.
2. If the violation still exists at the expiration of fourteen (14) days after the mailing of the Courtesy Letter, a Formal Notice and Call to Hearing will be sent specifying the details of the violation, the possible amount of the fine, and the date, time and location of a hearing on the violation.
3. In addition to inspections, homeowners or tenants may report non-complying properties by completing the Resident Non-Compliance Report that is available at the front desk. The resident Non-Compliance Report, which may be anonymous, is the only accepted method for homeowners or tenants to report in writing any non-compliance issues they observe.
4. Health, Safety or Welfare violations may be subject to immediate hearing before the Executive Board. If the violation poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the homeowners, residents, guests or employees of the community, the amount of the fine must be commensurate with the severity of the violation, determined by the Executive Board.

B. VIOLATION NOTIFICATION PROCESS: VEHICLES, TRAFFIC AND OTHER RULES VIOLATIONS

1. The Security entity, through the General Manager, has primary authority to document and report traffic and parking infractions.
2. Security personnel observing a traffic infraction shall complete a Notice of Traffic Violation, which shall include the date, time and place of the infraction, the license plate number of the vehicle involved and, if known, the name and/or address of the person committing the violation. The Notice shall also contain a short explanation of the infraction observed. All Notice of Traffic Violation shall be submitted by the Security entity to the General Manager who shall provide a copy to the Compliance Committee/Manager.
3. For a First Violation reported, the Compliance Committee may send the homeowner and/or tenant a “Courtesy Notice” with an attached Notice of Traffic Violation. The “Courtesy Notice” shall advise of the reported violation, request future compliance with all traffic safety rules and informs the homeowner and/or tenant that future violations may lead to fines and/or suspension of common area privileges, following notice and opportunity for hearing.
4. For a Second or further reported violation within the preceding six (6) months, the Compliance Committee may notice a hearing for implementation of possible discipline. In the event the Compliance Committee finds that the violation occurred, it shall impose a fine for each succeeding reported violation and/or have his/her privileges to use common areas suspended for up to sixty (60) days.

C. HEARING

1. The Compliance Committee and/or Board of Directors will schedule the date, time and location for the hearing on the alleged violation so that the homeowner and, if different, the person against whom the fine will be imposed is provided with a reasonable opportunity to prepare for the hearing and to be present at the hearing.
2. The Compliance Committee and/or Board of Directors will hold a closed session hearing before it may impose a sanction and/or fine(s) or unless the homeowner and, if different, the person against whom the fine(s) will be imposed, executes a written waiver of the right to the hearing or fails to appear at the hearing after being provided with proper notice of the hearing.
3. Unless the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted by the Executive Board, the hearing will be in closed session. If the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted, the person is entitled to attend all portions of the hearing related to the alleged violation, including without limitation, the presentation of evidence and the testimony of witnesses. The person is entitled to due process, which must include without limitation, the right to counsel, the right to present witnesses and the right to present information relating to any conflict of interest of any member of the hearing panel; but is not entitled to attend the deliberations of the Compliance Committee nor the Executive Board.

4. The Board of Directors' Liaison, while in attendance, shall not participate in any Compliance Committee hearing nor cast any vote relating to imposition of a fine or other discipline. The Board Liaison shall reserve the right to vote during a properly noticed meeting of the Board.

D. DETERMINATION

1. The Compliance Committee and/or Board of Directors will maintain minutes of any decision concerning an alleged violation and provide a Letter of Determination (LOD) to the person who is subject to being sanctioned within ten (10) days of the hearing.
2. The Compliance Committee and/or Board of Directors may make a determination that imposes a fine and/or prohibits, for a reasonable time, the homeowner or the tenant or their invitee from:
 - a. Voting on matters related to the common-interest community.
 - b. Use of the common elements. The provisions of this paragraph do not prohibit the homeowner or the tenant or their invitee from using any vehicular or pedestrian ingress or egress to go to or from the unit, including any authorized area used for parking.
 - c. Use of gate access tag.

E. FINES

1. The Compliance Committee and/or Board of Directors may impose a fine against the homeowner or the tenant or invitee of the homeowner or tenant for each violation, except that:
 - a. A fine may not be imposed for a violation that is the subject of a construction penalty pursuant to NRS 116; and,
 - b. A fine may not be imposed against a homeowner or a tenant or invitee of a homeowner or tenant for a violation of the governing documents which involves a vehicle and which is committed by a person who is delivering goods to, or performing services for, the homeowner or tenant or invitee of the member or tenant.
2. The Compliance Committee and/or Board of Directors may not impose a fine against a homeowner or tenant for a violation of any provision of the governing documents of an association committed by an invitee of the homeowner or the tenant unless the homeowner or tenant:
 - a. Participated in or authorized the violation;
 - b. Had prior notice of the violation; or,
 - c. Had an opportunity to stop the violation and failed to do so.
3. The amount of any fine must be commensurate with the severity of the violation and must be determined by the Board of Directors or its designee in accordance with the governing documents. If the violation does not pose an imminent threat of causing a substantial adverse effect on the health, safety, or welfare of homeowners or tenants of the common-interest community, the amount

of the fine must not exceed \$100 for each violation or a total amount of \$1,000 per occurrence, whichever is less. The limitations on the amount of the fine do not apply to any charges or costs that maybe collected by the association if the fine becomes past due.

4. If a fine is imposed and the violation is not cured within 14 days, the violation may be deemed a continuing violation. Thereafter, the Board of Directors or its designee may impose an additional fine up to \$1,000 for the violation, 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. There is no cumulative limit to the amount of a continuing violation fine.

F. COLLECTION OF FINES

1. Any past due fine incur late fees established by the Association and includes any costs of collecting the past due fine at a rate established by the Association. If an Association has imposed a fine against a homeowner or a tenant or an invitee of a homeowner or a tenant for violations of the Association's governing documents, the Association shall, in the books and records of the Association, account for the fine separately from an assessment, fee or other charge, and shall not apply, in whole or in part, any payment made by the homeowner or tenant for any assessment, fee or other charge towards the payment of the outstanding balance of the fine or any costs of collecting the fine, unless the homeowner or tenant provides written authorization directing the Association to apply the payment to the fine account.
2. Any past due fine must not incur interest and may include any costs incurred by the Association during a civil action to enforce the payment of the past due fine.
3. If requested by a person upon whom a fine was imposed, not later than 60 days after receiving any payment of a fine, the Association shall provide to the person upon whom the fine was imposed a statement of the remaining balance owed.
4. "Costs of collecting" includes any fee, charge or cost, by whatever name, including, without limitation, any collection fee, filing fee, recording fee, fee related to the preparation, recording or delivery of a lien or lien rescission, title search lien fee, bankruptcy search fee, referral fee, fee for postage or delivery and any other fee or costs that an Association charges a homeowner or tenant for the investigation, enforcement or collection of a past due obligation. The term does not include any costs incurred by an Association if a lawsuit is filed to enforce any past due obligation or any costs awarded by a court.
5. In addition to any and all other remedies set forth herein or provided by law, the Board of Directors or its designated Compliance Committee may, after notice and hearing, suspend a homeowner's or tenant's right to use the common area and recreational facilities for failure to pay any fine imposed within ten (10) business days after receipt of notice of fine for a period of up to sixty (60) days or until such fine is paid, whichever is shorter in duration. If a homeowner or tenant continues in their failure to pay the fine following any sixty (60) day suspension, such failure to pay the fine shall be deemed a continuing violation of the governing documents. Under this circumstance of a continuing violation after the 60th day, suspension of the use of the common area and recreational facilities is extended for an additional sixty (60) day period of time until such fine is paid, without the requirement of another hearing before the Board of Directors or the Compliance Committee.

G. CONSTRUCTION PENALTIES

1. 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, Rules & 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.
2. The homeowner or tenant shall adhere to a schedule required to the Association for:
 - a. The completion of the design of a unit or the design of an improvement to a unit.
 - b. The commencement of the construction of a unit or the construction of an improvement to a unit.
 - c. The completion of the construction of a unit or the construction of an improvement to the unit.
 - d. The issuance of a permit, which is necessary for the occupancy of a unit or for the use of an improvement to a unit.
3. The Association may impose and enforce a construction penalty against a homeowner or tenant who fails to adhere to a schedule.
4. A construction penalty is not a fine.

H. COLLECTION OF CONSTRUCTION PENALTIES

Not less than thirty (30) days after mailing the notice of intent to lien, the Board may initiate a lien on a unit for any construction penalty that is imposed against the homeowner from the time the construction penalty becomes due. Any penalties are enforceable as assessments and may be foreclosed on.

I. MAINTENANCE OR PUBLIC NUISANCE (ABATEMENT)

1. If an action or notice has been filed or recorded regarding a unit and the Association has provided the relevant homeowner with a notice and an opportunity for a hearing in the manner provided by state law, the Association, including its employees, agents and/or General Manager/Community Manager may, but is not required to, enter the grounds of the unit to determine whether or not the unit is vacant, and/or to take any of the following actions if the homeowner refuses or fails to take any action or comply with any requirement imposed on the homeowner within the time specified by the Association as a result of the hearing:
 - a. Maintain the exterior of the unit in accordance with the standards set forth in the governing documents, including, without limitation, any provisions governing maintenance, standing water, or snow removal.

- b. Remove or abate a public nuisance on the exterior of the unit which:
 - b.1. is visible from any common area of the community or public streets;
 - b.2. threatens the health or safety of the homeowners or tenants of the common-interest community;
 - b.3. Results in blighting or deterioration of the unit or surrounding area; or,
 - b.4. Adversely affects the use and enjoyment of nearby units.
3. If a unit is vacant and the Association has provided the homeowner with a notice and opportunity for a hearing in the manner prescribed by state law, the Association, including its employees, agents and General Manager/Community Manager, may enter the grounds of the unit to maintain the exterior of the unit or abate a public nuisance if the homeowner refuses or fails to do so.
4. The Association may order that the costs of any maintenance or abatement conducted including, without limitation, reasonable inspection fees, notification and collection costs and interest, be charged against the unit. The Association shall keep a record of such costs and interest charged against the unit and file a lien on the unit for any unpaid amount of the charges. The lien may be foreclosed under NRS 116.
5. Said lien bears interest from the date that the charges become due and at a rate determined pursuant to state law until the charges, including all interest due, are paid.
6. Except as otherwise provided in this section, such lien is prior and superior to all liens, claims, encumbrances and titles other than the liens described in NRS 116.
7. A person who purchases or acquires a unit at a foreclosure sale or a trustee's sale is bound by the governing documents of the Association and shall maintain the exterior of the unit in accordance with the governing documents of the Association.
8. Notwithstanding any other provision of law, an Association, its Board of Directors, employees, agents or General Manager/Community Manager who enter the grounds of a unit pursuant to this section is not liable for trespass.
9. As used in this section:
 - a. "Exterior of the unit" includes, without limitation, all landscaping outside of a unit and the exterior of all property exclusively owned by the unit owner.
 - b. "Vacant" means a unit:
 - b.1. that reasonably appears to be unoccupied.
 - b.2. on which the owner has failed to maintain the exterior to the standards set forth in the governing documents provided by the Association.

b.3. on which the owner has failed to pay assessment for more than sixty (60) days.

J. SECURITY WALLS

1. Except as otherwise provided in the Association's governing documents or by law, the Association is responsible for the maintenance, repair, restoration and replacement of any security wall located within the common-interest community.
2. The provisions of this section do not apply if the governing documents provide that a homeowner or an entity other than the Association is responsible for the maintenance, repair, restoration and replacement of the security wall.
3. For the purpose of carrying out the maintenance, repair, restoration and replacement of a security wall pursuant to this section:
 - a. The Association, the homeowners or tenants or its Board of Directors and its officers, employees, agents and Community Manager may enter the grounds of a unit after providing a written notice and, notwithstanding any other provision of law, are not liable for trespassing.
 - b. Any such maintenance, repair, restoration and replacement of a security wall must be performed:
 - b.1. during normal business hours,
 - b.2. within a reasonable length of time, and
 - b.3. in a manner that does not adversely affect access to a unit or the legal rights of a homeowner or tenant to enjoy the use of his or her unit.
 - c. Notwithstanding any other provision of law, the Board of Directors is prohibited from imposing an assessment without obtaining prior approval of the homeowner or tenants unless the total amount of the assessment is less than 5% of the annual budget of the Association.
4. As used in this section, "security wall" means any wall composed of stone, brick, concrete, concrete blocks, masonry or similar building material, including, without limitation, ornamental iron or other fencing material, together with footings, pilasters, outriggers, grillwork, gates and other appurtenances, constructed around the perimeter of a residential subdivision with respect to which a final map has been recorded, to protect the several tracts in the subdivision and their occupants from vandalism.

K. OTHER REMEDIES

1. The Association reserves the right to avail itself of any other remedy permitted by the law and the Association's governing documents to collect special assessments and related costs and charges, including but not limited to bringing an action in Small Claims, Municipal or District Court. Such remedies may be taken in addition to, or in lieu of, any action already taken, and commencement of one (1) remedy shall not prevent the Association from electing, at a later date, to pursue another remedy.
2. "Obligation" means any assessment, fine, construction penalty, fee, charge levied or imposed against a unit's owner pursuant to any provision of state law or the governing document.

XV.
ARCHITECTURAL CONTROLS

Refer to the Architectural Control Committee's Guidelines separate from these Rules and Regulations.

<i>DATE</i>	<i>ACTION</i>
07-17-18	Approved by the Board of Directors; sent to Homeowners to become effective September 1, 2018
05-03-19	R&R's were updated. Table of Contents were added & revised wording on Page 19, item #13; sent to Homeowners to become effective June 8, 2019.
10-20-20	R&R's were updated and revised wording on Page 19 Item #4 and Page 27 Item #XIII; sent to Homeowners to become effective December 1,2020.