

APACHE HILLS HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

RESOLUTION OF THE BOARD OF DIRECTORS

WHEREAS, the Apache Hills Homeowners Association (“Association”) is a Nevada non-profit corporation duly organized and existing under the laws of the State of Nevada; and CC&Rs and Bylaws gives the Board of Directors (“Board”) the power to adopt, amend, repeal and enforce reasonable Rules and Regulations for the use and occupancy of the Association project; and

WHEREAS, NRS 116.3102, gives the Board rule-making authority; and

WHEREAS, the purpose of these Rules and Regulations is to provide guidance for general conduct within the community. It is the duty and obligation of the Association to administer and enforce all governing documents of the Association as a whole. These Rules and Regulations are not to be construed as a substitute for the complete CC&Rs. These Rules and Regulations are in addition to all other Association governing documents in effect. If there is a conflict between the Rules, the Bylaws, the articles of Incorporation and/or the CC&Rs then the Articles and Bylaws control over the Rules, the Articles control over the Bylaws and the CC&Rs control over everything; and

WHEREAS, upon effective adoption of these Rules and Regulations, any and all previously adopted Rules and Regulations are hereby revoked; and

WHEREAS, any and all violations of these Rules and Regulations and other governing documents will be enforced pursuant to any rules enforcement policy resolution in effect, if any, and any amendments or superseding resolutions thereto in effect; and

NOW, THEREFORE, BE IT RESOLVED, the Board adopts the following Rules and Regulations:

ALL TERMS DEFINED IN ARTICLE I OF THE CC&RS SHALL HAVE THE SAME DEFINITION WHEN USED HEREIN, UNLESS THE CONTEXT OTHERWISE REQUIRES.

1. VEHICLE MAINTENANCE AND REPAIR IN PARKING SPACES

1.1 Repair, maintenance or restoration of any motor vehicle, boat, trailer, aircraft is not allowed in any Assigned Parking Space or on any portion of the common area.

2. PARKING AND VEHICLES

2.1 “Commercial Vehicle” is defined to include any vehicle upon which a rack, ladder, toolbox or other construction or commercial materials are mounted or any vehicle used as a dump truck, cement mixer truck, oil or gas truck or any vehicle normally employed or used as a

commercial vehicle, any truck greater than one ton capacity or any van or truck used for moving or transport of goods in the course of business.

2.2 Inoperable, disabled, abandoned, non-registered, unlicensed or non-street legal vehicles or vehicles deemed to be a nuisance are not permitted to park anywhere on the streets or carports located within the community.

2.3 No vehicle shall be parked so as to preclude or prohibit the entry into or exit from any carport by another vehicle or access to or over any sidewalk. Parking is permitted only designated parking areas in accordance with these Rules and Regulations and other governing documents.

2.4 The Association does not provide, and is not required to provide, facilities or improvements relating to charging or re-charging of electric vehicles.

2.5 "Recreational Vehicle" is defined to include any trailer, camper, mobile home, ATV, dirt bike, watercraft, motorhome or other similar vehicle or transportation device.

2.6 Recreational vehicles are not permitted to park on any Assigned Parking Space or on any street in the community, unless approved by the Board in writing.

2.7 Parking or stopping in areas designated as red zones is prohibited.

2.8 Residents are permitted one assigned covered parking space. Residents are responsible for the condition of their Assigned Parking Space. Residents and guests may use the uncovered, unassigned parking spaces. All parking spaces shall be used exclusively for the parking of one passenger vehicle, pickup truck or motorcycle.

2.9 All vehicles parked in the community must be currently registered with the appropriate Department of Motor Vehicles.

2.10 Motorcycles shall not be stored on any patio or balcony.

2.11 No vehicle may be parked in a parking space assigned to another resident without the consent of that resident.

2.12 Drip pans, wood board, cardboard, blocks and vehicle jacks are not permitted in any parking space. Working on vehicles is not permitted.

2.13 Vehicles shall not be washed anywhere in the Association.

2.14 The speed limit in the Association shall be five miles per hour.

3. TOWING POLICY

3.1 Any vehicle that is parked, or otherwise immobile or unauthorized, on any street within the Association in violation of the Regulations, CC&Rs, and/or any provisions of the Association's Governing Documents, shall be subject to towing. The Association has the right, but neither the duty nor obligation, to have the violating vehicle towed, subject to the following:

- (a) Before exercising the right to tow the vehicle, the Association or its designee shall post a written notice on the violating vehicle at least forty-eight (48) hours prior to having the vehicle towed.
- (b) The written notice shall state the vehicle is in violation of the Association's parking regulations and if the vehicle is not removed from the street and if it does not otherwise remain compliant with all parking regulations before the expiration of the forty-eight (48) hour notice period, the vehicle may be towed.
- (c) The forty-eight (48) hour notice period applies from the time notice is given and shall continuously run regardless of any intermittent departures or different parking locations within the Association. Such notice shall apply for three (3) months after the expiration of the initial forty-eight (48) hour notice period, such that any violating vehicle that has been given notice is found parked anywhere within the Association at any time after the initial forty-eight (48) hour notice period may be removed without additional notice for a period of up to three (3) months at the Board of Directors' discretion.
- (d) The Association's right to have a violating vehicle towed shall not require any notice (other than the forty-eight (48) hour posting described above) or hearing before the vehicle is removed from the Association.
- (e) Notwithstanding the above-referenced provisions, any vehicle that is blocking a fire hydrant, designated red zone, fire lane, parking space allocated to another owner or resident, or parking space designated for individuals with disabilities, or poses an imminent threat of causing a substantial adverse effect on the health, safety, or welfare of the Association's owners and/or residents, may be *immediately* towed at the Board of Directors' discretion without any notice.

3.2 The vehicle owner shall be responsible for all expenses incurred in the towing and retrieval of a violating vehicle.

3.3 All inquiries regarding the towing and retrieval of a violating vehicle shall be addressed to the towing company designated by the Board of Directors.

3.4 Pursuant to NRS 706.4477, vehicles may be towed for expired registration, subject to the following: (1) if the vehicle with expired registration belongs to a resident of the community, then the Association or its authorized agent may have that vehicle towed not less than 60 days after the registration becomes expired; or (2) if the vehicle with expired registration belongs to a person who is not a resident of the community, then the Association or its authorized agent may have the vehicle towed on no less than 48 hours notice pursuant to all other applicable Nevada laws.

3.5 Management is hereby deemed an authorized agent of the Association and, as such, is permitted engage a towing company to tow vehicles from common areas or limited common areas that are in violation of the Association's governing documents.

4. GARBAGE CONTAINERS AND PICK-UP

4.1 Garbage must be deposited in trash bags before being placed into the common area dumpster bins. Trash is not to be thrown over the wall and all garbage must be completely within the dumpster bins. Residents are responsible for any damages or cleanup resulting from violations of these Rules and Regulations.

4.2 Any and all items intended for trash pick-up that do not fit in an approved trash container due to size and/or shape, including but not limited to, water heaters, home appliances and furniture, large pieces of wood/lumber, etc., must make arrangements with local waste authority for proper pick-up. Boxes must be broken down before placed in the dumpster bins.

5. SATELLITE DISH INSTALLATION

5.1 For purposes of these Rules and Regulations, Satellite Dish or Satellite Dishes refers to any device used to receive video programming signals and/or used to receive and transmit fixed wireless signals, including direct-to-home Satellite Dishes that are one meter (39.37") in diameter or less, TV antennas and wireless cable antennas designed to receive signals from direct broadcast satellites ("DBS"), multi-channel multipoint distribution (wireless cable) providers ("MMDP") and television broadcast stations ("TVBS"). Any other term in capital letters shall have the same definition as set forth in the Association's CC&Rs for the Association. If adequate reception is available, Satellite Dishes must be up and out of sight; if any questions of the location the board encourages the homeowners to ask at a board meeting.

5.2 Installation of a Satellite Dish or device on the Association Common Elements or improvements is strictly prohibited. Satellite Dishes may not be attached to balcony or patio railings or barriers and may only be installed in the balcony or patio airspace but cannot hang over balcony railings or patio walls.

5.3 Installation of any other satellite dish, any device of any kind designed to broadcast radio or television signals, or an antenna used for amateur ("HAM") radio, Citizens Band ("CB") radio, FM or AM radio service, satellite radio or used as a hub to relay signals among antennas is strictly prohibited.

5.4 Installation and removal of all Satellite Dishes shall be performed by a licensed contractor carrying adequate workers compensation and general liability insurance.

5.5 Installation of a Satellite Dish larger than one meter (39.37 inches) is strictly prohibited.

5.6 The Association may require that the Satellite Dish hardware, mounting brackets and cable lines be painted to blend into the background onto which it is mounted, placed or attached.

5.7 To the maximum extent possible, without unreasonably increasing costs or preventing receptions of an acceptable quality signal, all exterior wiring shall be installed in a manner which minimizes visibility by making use of existing wiring, ribbon cable and other devices designed to minimize visibility. All wiring shall be tightly secured in areas where it runs along the exterior of the unit to minimize its visual impact on the unit and surrounding property and to minimize the safety hazards.

5.8 The use of a mast to raise the height of a Satellite Dish is prohibited. If a mast must be installed to provide an acceptable quality signal, it shall only be installed wholly within the confines of the balcony or the dwelling unit and it must be installed by a licensed contractor carrying adequate workers compensation and general liability insurance in order to ensure the safety of the owners, their guests and tenants and the Common Elements. The owner shall be solely responsible for obtaining any permit required.

5.9 Satellite Dishes shall be installed in a manner which prevents harm to any person or jeopardize the structure soundness of any buildings. To ensure their safety, all Satellite Dishes shall be installed in accordance with the manufacturers' instructions as well as any government ordinances, regulations or laws, and so as not to present a hazard. All Satellite Dishes must be permanently grounded to prevent electrocution or fire. The owner of the Unit for which the Satellite Dish is installed shall be responsible for any damages caused to the Common Elements as a result of the installation and/or presence of the Satellite Dish.

5.10 Satellite Dishes shall be installed so as not to harm or damage the Association's Common Elements or void any warranties held by the Association or other owners.

5.11 Owners shall retain responsibility for Satellite Dish maintenance, replacement and repair. If installation of the Satellite Dish increases maintenance costs or causes damage to the Association or other owners, the owner who installed or is responsible for the installation of the Satellite Dish shall be liable for any and all such costs.

5.12 If Association maintenance requires temporary removal, owners of a Satellite Dish shall be provided ten (10) days notice in order to have the dish removed. If an owner does not have the Satellite Dish removed within the ten (10) day notice period, the Association shall remove the Satellite Dish and the owner shall be responsible for any and all costs incurred by the

Association. The Association shall not be liable for any resulting damage, which may or may not occur, to the Satellite Dish from its removal by the Association.

5.13 Owners of Satellite Dishes are responsible for all maintenance and associated costs of up-keep. Owners shall not allow their Satellite Dishes to fall into disrepair or to become detached. If a Satellite Dish falls into disrepair or becomes detached so as to create a safety hazard, the Association may remove the Satellite Dish at the owner's expense without notice.

5.14 Immediately upon removal of a Satellite Dish, the installation location must be restored to its original condition. Owners are responsible for all costs associated with the restoration.

5.15 Owners are responsible for removing the Satellite Dish or having the satellite dish removed and restoring the area to its original condition, unless the new owner accepts, in writing, the continued maintenance responsibility of the Satellite Dish pursuant to this Policy.

5.16 These rules apply equally to owners, their tenants, family members and any other Unit occupants.

6. PET CONTROL

6.1 Residents are permitted to keep no more than two (2) household pets in their Unit.

6.2 Excessive barking or other pet noise is not permitted. If pet related noise results in complaints from one (1) or more other residents within the community, the Association may take enforcement action against the resident or owner keeping the pet. Such enforcement measures may include seeking to have the animal removed from the Association Project, in addition to other enforcement measures.

6.3 No animal shall be kept, bred, or maintained for any commercial purposes.

6.4 All local laws, including leash laws pertaining to pets will be enforced. Pets must be on a leash whenever outside of the owner's Unit.

6.5 Pets shall not be tied to trees, stakes or any exterior structure or improvement within the Common Elements.

6.6 Pet owners will be held responsible for deposits and actions of their pets, which are detrimental to the Common Elements and other Units. Animal waste must be removed immediately and disposed of in a healthy manner. Animal waste is not permitted to be present on any balcony or patio. Any damages caused by pets must be rectified to restore the Common Elements to its original condition and may result in a special assessment on the residence of the pet owner to recover restoration expenses incurred by the Association to correct the damage.

6.7 Placing food in the Common Elements for any animal, including but not limited to birds, is not permitted.

7. POOL USE

7.1 The swimming pool/spa area is for the use and enjoyment of all residents and their guest. Owners are responsible for any damage or misconduct attributed to their tenants and/or guests. There is no life guard on duty so swimmers swim at their own risk.

7.2 A resident must accompany guests in the pool area at all times.

7.3 The pool is open 9:00 am to 9:00 pm. The swimming season shall be determined by the Board and may changes from year to year. Only radios and stereos that are battery operated, and played at a volume level that does not disturb the other pool guests are allowed in the pool area.

7.4 Unruly behavior, unsafe or offensive conduct, rowdiness, unnecessary noise, running, jumping from pool railing or pool furniture, jumping or interference with other persons in the pool/spa area is prohibited. No running, pushing, cannon-balling or splashing is allowed in the pool spa area. DIVING INTO THE POOL IS PROHIBITED.

7.5 The Association does not provide lifeguards. All persons using the pool do so at their own risk. The Association does not assume any liability in this regard. Any life saving equipment and first aid supplies are for emergency use only.

7.6 Glass bottles containers or other breakable items are prohibited in pool/spa area. Eating, smoking, or drinking beverages in the pool is prohibited. Drinking beverages is permitted only in lounging areas.

7.7 Alcoholic beverages and smoking are prohibited in pool/spa area. Persons under the influence of alcohol are not permitted in the pool/spa area.

7.8 Any person that is not toilet trained or is incontinent shall not be permitted in the pool unless wearing watertight plastic or rubber pants over a diaper. If any incident occurs causing the water to become contaminated because of human waste being discharged into the pool, the owner whose family member or guest is responsible for the incident shall be responsible for the cost to re-sanitize the pool.

7.9 Pets are not allowed in the pool area except for service animals. Notwithstanding anything to the contrary, no pets or service animals are allowed in the pool at any time.

7.10 Rafts or inflatable devices will be restricted during heavy use periods. No Styrofoam objects may be used in or around the pool area. Bringing or throwing into the pool or onto the deck any objects that may in any way carry contamination endanger the health or safety of bathers or produce unsightliness is prohibited. Skateboard, bikes, motorcycles, mopeds, rollerblades, hoverboards, roller skates, or the like are prohibited in the pool area.

7.11 All persons must shower before entering the pool. Persons using suntan oils or lotions must remove all excess oil or lotion prior to entering the pool. All persons using the pool must wear swimming attire; street clothes are prohibited.

7.12 Persons suffering from a cold, fever, cough, skin disease, sores, inflamed eyes, nasal or ear discharges, or any communicable diseases are prohibited from using the pool or entering the pool/spa area.

7.13 Gates to the pool/spa area must remain closed and locked at all times. Interfering with the automatic gate closures and/or climbing over the pool/spa area fence is prohibited.

7.14 Adjustment of any control or equipment regulating the pool/spa or lights or other common area services is prohibited.

7.15 Towels or garments may not be hung on the pool/spa area fence. When leaving the pool/spa area, all trash and personal items must be removed.

7.16 The Board may suspend an owner's right to use the pool during any period of time that the owner is not current in the payment of his/her assessments.

7.17 The emergency phone located on the exterior of the cabana area is to be used for emergencies only.

8. HOME BUSINESS

8.1 Subject to the rules herein, each Unit shall be used for residential purposes only. Notwithstanding the foregoing, non-residential activities are permitted on or in the Unit if an occupant of the Unit is engaged in individual professional work without external evidence thereof, for so long as (i) such occupant conducts activities in conformance with all ordinances, (ii) such business activity is merely incidental to the use thereof as a residence, and (iii) such occupant does not solicit or invite the public to such residence as a part of such business activity ("Permitted Home Business").

8.2 Any Permitted Home Business shall not encroach upon any of the Association's Common Elements and shall not be visible or detectable from a Unit's Limited Common Elements or the common areas.

8.3 Any Permitted Home Business shall not disturb any adjacent or surrounding residents. There shall be no additional traffic, pedestrian or vehicle, noise or smell as a result of any Permitted Home Business.

8.4 No resident shall permit anything to be done or kept in their Unit or in the common areas which may result in any increase of fire, hazard or other insurance premiums or the cancellation of insurance on any part of the property, or which would be in violation of any federal, state or local law or ordinance.

9. UNIT USE, MAINTENANCE AND APPEARANCE

9.1 The exterior of the Units and any Limited Common Elements must be kept clean, free from debris and landscaping materials and in overall good appearance at all times. Balconies and patios shall not be used for storage, except for patio furniture. No towels, rugs, mops or other similar items may be hung over the balcony or patio railings or walls.

9.2 No sheets, tin foil, posters, cardboard or other materials not designed for window covering use may be used in any exterior facing windows of any Unit. Window tint may be used if approved by the Association.

9.3 Any broken improvements or components on the exterior of the Unit for which the owner is responsible for maintaining and replacing must be fixed and/or repaired as soon as possible by the owner of the Unit to which the improvement or component is related. This includes, but is not limited to, door and related hardware, windows, screen doors, awnings, lights and related hardware.

9.4 Residents are expected to regularly perform any and all needed maintenance on the exteriors of their Units, except the maintenance of items that the Association may otherwise responsible for under the CC&Rs.

9.5 Basketball hoops of any kind are not permitted to be installed on any Unit or any Limited Common Elements.

10. GENERAL CONDUCT AND COMMON ELEMENT ACTIVITIES

10.1 Open flame barbecues are not permitted in any Unit or within ten feet of any balcony or patio. This restriction applies to any and all open flames. Electric barbecues are permitted. Barbeque equipment must not be stored indoors and are not permitted to be used above the first floor. Barbeques in use must be under appropriate supervision.

10.2 Any activity which is considered by the Association to be a violation of the right to peaceful, quiet enjoyment will be considered a violation of these Rules and Regulations and will be subject to a fine or other sanction. Residents may file a written complaint with the Association for such violations of peaceful enjoyment.

10.3 Conduct, including but not limited to the following actions will be considered interference with the right to peaceful, quiet enjoyment:

- (a) Loud, profane, indecent or abusive language, harassment or physical abuse of any person by another, or actions that compromise the safety of the other residents in the community in any of the common areas.

- (b) Disorderly conduct in the common area including, but not limited to, drinking of alcohol and engaging in any illegal activities.
- (c) Activity which endangers life or property.

10.4 All speed limit and other traffic-regulating signs must be followed by all residents and visitors to the Association community.

10.5 No firearms, including BB guns or pellet guns, may be discharged anywhere in the Association Project. The discharge of fireworks, firecrackers or any other explosive items is prohibited.

10.6 It is the owners' responsibility to notify the Association of any additional or alternative mailing addresses for the owner.

10.7 If any owner by his or her negligent or willful misconduct, or the conduct of his or her family members, tenants, guests, agents or invitees causes damage to any Common Elements or the landscaping improvements thereon or any property that the Association is required to maintain, replace or repair, then the cost of such damage shall be levied as an assessment against that owner in accordance with the CC&Rs and other governing documents.

10.8 Bouncing balls off of walls, roofs or buildings is prohibited. No littering on any of the Association Property.

10.9 Climbing on, over or through any perimeter wall, fence or gate is strictly prohibited. The Association does not assume any responsibility for any injuries suffered by anyone violating this rule.

10.10 The owners are responsible for maintaining all Units and Limited Common Elements to the extent required under the CC&Rs in a neat, clean and attractive condition. The unsightly or unkept storage of any items on the Limited Common Elements is prohibited.

10.11 Skateboard, bikes, motorcycles, mopeds, rollerblades, hoverboards, roller skates or the like are not permitted to be used on the common areas or any limited common areas, including under the carport areas. Furniture shall not be placed on any Common Elements of the Association.

10.12 Yard sales are not permitted anywhere in the Association.

11. SIGNAGE

11.1 Residents may display the United States flag from their Unit or Limited Common Area balcony or patio area in a manner consistent with NRS 116.320.

11.2 Residents may display a “For Rent/Lease” or “For Sale” sign provided by a commercial company of a size that shall not exceed 18” x 24”. The color shall be white or beige.

11.3 Residents may display political signs on their Units in accordance with NRS 116.325. Such signs are prohibited on the Common Elements.

11.4 Signs that contain or represent offensive, hostile, defamatory or profane messages or language are not permitted to be displayed in the Association.

12. TENANT REGISTRATION POLICY

12.1 For non-owner occupied units, Owners shall complete a Tenant Registration Form for each tenant that leases or resides in the owner’s unit. The completed Tenant Registration form along with a copy of the lease agreement shall be submitted to the Association within fourteen (14) days of leasing the unit. The Tenant Registration form can be obtained from Association management.

12.2 No lease shall be for a term less than 6 months. Any shorter term is deemed to be a transient use of the Unit and is a violation of these Rules and Regulations and the CC&Rs.

12.3 No tenant will be provided a gate code, gate opener, or any other access to the Association’s common area facilities and improvements unless and until the Tenant Registration form and the signed lease agreement is provided to the Association.

13. ARCHITECTURAL MODIFICATIONS

13.1 In addition to the architectural provisions of the CC&Rs, no alteration, addition, installation, structural improvement, modification, addition or change in the exterior design or finish of any Unit or improvement thereon shall be undertaken by any owner and/or occupant without express prior written approval of the architectural committee. This includes, but is not limited to, changes to such items as front doors, windows, exterior lighting or exterior windows.

13.2 All architectural changes must meet the requirements under the CC&Rs and any applicable Rules and Regulations. The Association reserves the right to request, and the applicant must grant on reasonable notice, an inspection of any work being performed under an approved architectural application in order to ensure compliance with the terms of the approval.

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13.3 Architectural Review Checklist Forms are provided through Association management and must be reviewed by owners making architectural changes to their units. Any proposed change must be approved by the Association before construction may commence.

IN WITNESS WHEREOF, these Rules and Regulations have been executed by the Association as of this 2nd day of February, 2021. The undersigned hereby certify that these Rules and Regulations have been adopted and approved in accordance with the NRS 116 and the Association's Governing Documents.

APACHE HILLS HOMEOWNERS ASSOCIATION, a Nevada non-profit corporation

By: Susan Scardace
Its: Secretary
(Print Name): Susan Scardace

By: Teresa D. Law
its: President
(Print Name): Teresa D. Law