

RULES AND REGULATIONS

**BRECKENRIDGE AT MOUNTAINS EDGE
HOMEOWNERS ASSOCIATION**

Adopted 5.1.19

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INTRODUCTION:

These rules have been established to serve as comfortable guidelines for enjoying the Breckenridge at Mountains Edge Community without infringing upon the rights and common benefits of all owners.

In maintaining the quality of community, observing and enforcing these rules and regulations is the responsibility of each owner, resident, tenant, and guest.

The Rules and Regulations are issued by the Board of Directors as authorized by the Declaration of Restrictions (CC&Rs). All owners should have received copies of the Bylaws and the CC&Rs of Breckenridge at Mountains Edge Homeowners Association at the time of Closing. Owners are urged to read these documents carefully since they set forth, in complete and detailed form, the rights, duties, and obligations of each owner.

Although these Rules and Regulations support the CC&Rs, they do not cover the entire document. Please read these rules carefully and be sure your family, guests, and tenants understand the rules fully. If there are any questions, or if you do not have copies of the Associations' documents, please contact The Prescott Companies.

ANIMALS:

1. The Board can prohibit the keeping of any animal that constitutes, in the reasonable opinion of the Board, a nuisance to any other owner.
2. Any litter deposited by pets on lawns, sidewalks, paths, or other common areas must be removed immediately by the owner of the animal.
3. Residents are responsible and liable for any personal injury or property damage caused by their pets.
4. All pets must be kept within an enclosure, an enclosed yard, or on a leash held by an individual capable of controlling the animal at all times.
5. No animals of any kind shall be raised, bred, or kept for any commercial purpose on any lot. Livestock, poultry, or farm animals are strictly prohibited.
6. Residents who are disturbed by an owner's pet, are urged to first contact their neighbor. If this effort does not resolve the issue, file a written complaint with the Association and/or contact the Clark County Animal Control Department.
7. No pet shall be permitted to be kept on any Property if it makes excessive noise or is otherwise determined to be a nuisance.

GARAGE SALES:

1. Garage sales are limited to no more than two (2) per household, per year as scheduled by the Master Association.
2. Signs may not be affixed to any common area within Mountains Edge or Breckenridge.

CONSTRUCTION/MAINTENANCE HOURS:

1. Construction/Maintenance on any lot is limited to the hours of 7:00 AM to 6:00 PM, Monday through Friday, and 8:00 AM to 6:00 PM on Saturdays.
2. Homeowners are required to clean the driveway, sidewalks, and the streets of any dirt, debris or other stains which occurred during the project.
3. **Large Dumpsters are to be placed in the driveway when possible, and if on the street they need to be placed on plywood, not directly on the pavement as this damages the road. Prior approval of placement is required by the Board along with the ARC application.**

SECURITY AND REALTY SIGNS:

1. A maximum of one (1) security sign is permitted in the front yard.
2. Security signs may not exceed 8"x 8" and placed no more than three (3) feet away from the house and no more than three (3) feet above the foundation level.
3. Two (2) additional 4"x 4" security decals may be attached to the windows of the house.
4. Realty signs are not permitted, as outlined in the CC&Rs.

TIME SHARING, RENTAL REQUIREMENTS AND COMMERCIAL USE:

1. No time-sharing of units is allowed.
2. No unit shall be used for any other purpose than single family or residential dwelling.
3. The rental of units is permitted, in accordance with the CC&Rs.
4. Rental of rooms is prohibited, if a lease is in place the entire unit must be leased and may not be sub-leased. The lease must be in writing and the term of the lease must be a minimum of thirty days.
5. Owners that do not live on the property are required to notify management of the Unit's intended use within 30 days from the time of closing or vacating the property.
6. If a Unit is leased, the homeowner must provide a copy of the signed lease or lease renewal to the Association, or it's agent within 30 days from the date of execution.
7. Homeowners are responsible for the actions of their tenants and are required to provide all Governing Documents to the tenant prior to occupying the Unit.

TRASH REGULATIONS:

1. Trash containers, recycling bins, tree cuttings, or any other debris may be placed by the curb for pickup 12 (twelve) hours prior to the day of pickup and must be removed within 12 (twelve) hours after pick up.

2. The “pick up area” shall be defined as the area adjacent to curbside within 2 feet of the curb itself on the property side of the curb.
3. Residents are responsible for picking up their trash if it is spilled, blown, or otherwise deposited onto a common area, another resident’s property or onto the street, and disposing of it in a proper container or receptacle.
4. Trash containers must be covered and kept in a sanitary condition. When not in use, containers can be stored on the side of the home or the rear of the home.
5. Whenever possible containers stored on the side or rear of the home must be screened with appropriate ARC approved screening in order to obstruct the view of the trash cans from the street, sidewalk or adjacent property. ARC approved screening material includes a shrub/bush/tree large enough to totally block the trash receptacle or screening with framed perforated metal mesh the color of the body of the home, a color approved by the Architectural Review Committee and is harmonious with the theme of the Community. The frame must be the same color as the mesh. The dimensions must be 48 inches high by 36 inches wide in order to conceal the trash receptacle.
6. **Dumpster for large projects must be placed on plywood if on the pavement. Prior Board approval is required. Please notify the management company.**

VEHICLE AND PARKING REGULATIONS:

The Board of Directors has established these parking rules accordance with Article 7.2(d) of the Association’s CC&Rs.

The following vehicles are authorized vehicles: motorized land vehicles designed and used primarily for non-commercial passenger transport, such as automobiles, passenger vans designed to accommodate ten (10) or fewer people, two wheeled motorcycles, pic k up trucks having a payload capacity of one (1) ton or less.

The following vehicles are prohibited: recreational vehicles exceeding 22 feet in length or exceeding eight (8) feet in height (motor homes, travel trailers, camper vans, boats), commercial type vehicles (stake bed trucks, tank trucks, dump trucks, step vans, concrete trucks), buses or vans designed to accommodate more than ten (10) people, vehicles having more than two (2) axles, trailers, inoperable vehicles, unlicensed vehicles, vehicles with an expired license or parts of vehicles, commercial vehicles which include advertising and/or ladders, aircraft, other similar vehicles or any other vehicle or vehicular equipment deemed a nuisance by the Board.

- 1) All residents must utilize their 2 car garage for a minimum of 1 vehicle and utilize the driveway for any additional vehicles, prior to using the roadway for overnight parking from 8:00pm to 8:00am.
- 2) All residents must utilize their 3 car garage for a minimum of 2 vehicles and utilize the driveway for any additional vehicles, prior to using the roadway for overnight parking from 8:00pm to 8:00 am.
- 3) If a resident cannot adhere to items 1 or 2 (depending upon the configuration of the home and the type of vehicle(s), it will be necessary to apply for a variance. The Board of Directors will review each variance on a case-by-case basis. Any and all approved variances will be good for the duration of the ownership of the home by the applicant.
- 4) Variances will not be issued for recreational vehicles of any kind.
- 5) Overnight parking on the roadways (between 8:00pm and 8:00am) is limited to excess vehicles after the garage and driveway are fully utilized.
- 6) Parking is not permitted on roadways with “no parking” signs.

- 7) Vehicles parked on the street must be parked in the same direction as the flow of traffic.
- 8) Vehicles parked on the roadways must not overhang any adjacent driveway.
- 9) Service vehicles for home repairs etc. will be allowed to park on the street for up to three (3) hours during business hours Monday through Friday from 7am until 6pm and Saturdays from 8am until 6pm.

Contractor work is prohibited on Sundays and New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

- 10) If the Association has contracted for work that involves the roadways, the Association shall provide owners with ample prior notice and ask that they refrain from parking on the road.

In the event that vehicles are parked on the road when Association-contracted work is in progress, the Association will tow the offending vehicles to a location in the community where they will not hinder the progress of the work. The owners' account will be charged with the amount of the towing.

Parking on the roadways is not permitted on the first Friday of every month in order to allow the street sweeping vehicle(s) to access the roadways.

YARD AND LANDSCAPE REQUIREMENTS:

1. Landscaping must be kept neatly trimmed, properly cultivated, and continuously maintained.
2. Dead plants and trees may be removed and replaced with a similar type plant or tree. Replacement with a different type of plant or tree or non-replacement requires approval of the Architectural Committee.

PORTABLE BASKETBALL HOOPS AND OTHER TEMPORARY APPARATUS:

1. One portable basketball hoop is permitted per residence but should be stored in the side yard or garage when not in use.

HOLIDAY DECORATIONS:

1. All holiday decorations must be removed within 14 days after the holiday (including Halloween).
2. All holiday lighting must have "UL" or comparable rating. Outdoor lights must be designed for outdoor use.
3. Homeowners may not place holiday decorations on any tree, plant, shrub, or bush in any Common Area.
4. Residents must make every effort to ensure that lights, particularly blinking lights or very bright lights, do not disturb other residents. Any disturbance caused by lighting or other decorations must be immediately rectified.

UNSIGHTLY ARTICLES:

1. No unsightly articles shall be permitted to remain on any portion of a Unit or property so as to be visible from the street.

2. Satellite dish wires should be securely fastened to the side of the unit or wall.

MAINTENANCE AND REPAIR OF UNITS:

1. No portion of the Unit or property (including but not limited to paint, stucco, shutters, doors, walls and gates) shall be permitted to fall into disrepair and all improvements shall be kept at all times in good condition and repair.

GATE SCREENING:

1. Acceptable gate screening material is metal mesh, white or painted to match the gate. The metal mesh screen must cover the entire gate.
2. Unacceptable materials include, but are not limited to; wire, chain link, plastic webbing, bamboo & wood fencing.
3. Partial gate screening is not permitted.

COMMON AREAS:

1. Each owner is liable to the Association for any damage to the common area landscaping or equipment that is sustained by the negligence or misconduct of the owner, the owner's family, tenants, and/or guests.
2. Residents can help with the overall maintenance of the common areas by reporting any problems to the Management Company.
3. Common Access Area Agreement - According to section 9. (b):
"In the event that any damage is caused to the Common Access Area or any components or improvements thereon, and such damage is caused by Breckenridge or its representatives, agents, contractors or its members ("Breckenridge Members") or guests, family members or invitees of its members ("Invitees"), Cascade shall submit a claim to its property insurance provider for a coverage determination. If coverage is provided, any applicable deductible shall be paid by the Breckenridge Member or Invitee, Breckenridge shall be responsible for the deductible. If there is no coverage provided, then the Breckenridge Member or Invitee shall be responsible for the cost of any repairs or replacements needed."

In the event the Breckenridge Homeowner Association must pay the insurance deductible, the homeowner responsible for the damage will be liable to reimburse the Association for the funds.

**BRECKENRIDGE AT MOUNTAIN'S EDGE
HOMEOWNERS ASSOCIATION
RULES ENFORCEMENT AND FINE POLICY
EFFECTIVE APRIL 1, 2014**

The following procedure will apply to all violations and infractions of the governing documents. Owners may report violations to the management company by submitting a *written* notice describing the violation. At the time a violation is reported, action will be taken as follows:

1. Based on information received an analysis on whether or not an infraction or violation of the rules has occurred will be reviewed by the Board.
2. Upon verification by the Board/management a first notice to correct the violation will be sent by the management company. The notice will contain a description of the violation, and instructions regarding response to the notice and correction of the violation.
3. If the violation continues, or if the response is otherwise unsatisfactory after the first notice, owner will receive a notice of hearing and be afforded an opportunity to appear before the Board or an appointed committee either by appearing personally or by submitting a written response. The Board or committee shall give fair consideration to the owner's oral or written response in determining whether to impose a penalty.
4. If the violation continues, or if the response is otherwise unsatisfactory, even after the imposition of a monetary penalty, the Board or its appointed committee may impose additional/continuing fines every seven (7) days in accordance with NRS 116 until such time as the matter is satisfactorily resolved.
5. If the violation continues, the Board may refer the matter to the Association's collection agency or legal counsel where a Violation Lien may be placed against an owner's account. If a lawsuit is filed, the homeowner may be liable for the Association's legal costs and fees.

FINE SCHEDULE

Reasonable fines for first time violations shall be levied in accordance with the following schedule:

Hazardous Activities (Risk of harm to person or property)	\$100.00
Vehicle and Parking Restrictions	\$50.00
Unauthorized Improvements to Property	\$75.00
Any violation of the Bylaws, or CC&Rs and Rules & Regulations not specifically mentioned	\$50.00

Fines for continuing or repeated violations may be increased at the discretion of the Board, not to exceed \$100 for each violation or a total amount of \$500, whichever is less. Limitations on the amount of the fine do not apply to any interest charges or collection costs that may result if the fine becomes past due.

**BRECKENRIDGE AT MOUNTAINS EDGE HOMEOWNERS ASSOCIATION
FORMAL COMPLAINT FORM**

**BRECKENRIDGE AT MOUNTAINS EDGE FORMAL COMPLAINT FOR
CC&RS, RULES AND REGULATIONS, POLICIES, AND/OR DESIGN GUIDELINES VIOLATIONS**

DATE: _____

1. PERSON MAKING REPORT:

NAME: _____

ADDRESS: _____

PHONE: _____

2. DESCRIPTION OF VIOLATION:

DATE: _____ TIME: _____

LOCATION: _____

DESCRIPTION OF VIOLATION: _____

3. VIOLATOR INFORMATION:

NAME: _____

ADDRESS: _____

4. WITNESS:

NAME: _____

ADDRESS: _____

PHONE: _____

Return to:

Associa Nevada South
7670 West Lake Mead Blvd. Suite 100
Las Vegas, NV 89128
Fax: 702-795-3344 Email: brandi.cascioppo@associa.us