

RULES AND  
REGULATIONS

TERRAZZO II  
ASSOCIATION

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## **INTRODUCTION:**

These rules have been established to serve as comfortable guidelines for enjoying the Terrazzo II 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 rule and regulations are issued by the Board of Directors as authorized by the Declaration of Restrictions (CC&Rs). All owners have been given copies of the Bylaws and the CC&Rs of Terrazzo II Homeowners Association. 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 your property management company.

## **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 owners.
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. No household may keep more than four ordinary pets.
5. 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.
6. 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.
7. 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 Animal Control Department.

**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, guests.
2. Residents can help with the overall maintenance of the common areas by reporting any problems to the property management company.

**GARAGE SALES:**

1. Garage sales are limited to no more than two (2) per household, per year as scheduled by the Association.

**CONSTRUCTION/MAINTENANCE HOURS:**

1. Construction/Maintenance on any lot is limited to the hours of 8:00 AM to 5:00 PM, Monday through Friday, and 9:00 AM to 5:00 PM on Saturday and Sunday.

**NOISE CONTROL:**

1. Residents are asked to be considerate of those living near to you and to keep noise levels as low as possible. Nothing that disrupts the tranquility of Town Center Village or interferes with the quiet enjoyment of other residents shall be permitted.

**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. One (1) temporary realty sign advertising a home for sale may be located on the front yard of the property that is for sale.
5. Realty signs must be professional quality and weather resistant material.
6. Realty signs may not exceed 18" x 24". "Sold" signs may not be displayed for more than thirty (30) days after the sale of the home.

**TIME SHARING, RENTAL REQUIREMENTS, AND COMMERCIAL USE:**

1. No time-sharing of units is allowed.
2. All owners must provide their tenants with a copy of the Rules and Regulations.
3. All tenants must comply with the Rules and Regulations, Bylaws, Architectural Guidelines, and the CC&Rs of Town Center Village. Owners are responsible for their tenants and guests.
4. No unit shall be used for any other purpose than single family or residential.

**TRASH REGULATIONS:**

1. Residents are responsible for picking up their trash if it is spilled, blown, or otherwise deposited onto a common area, and disposing of it in a property container or receptacle.
2. No trash or debris is to be left in any area that is visible to others from walkways, decks, patios, common areas, or streets.
3. Trash containers must be covered and kept in a sanitary condition. When not in use, containers must be stored out of public view.
4. Trash containers may be placed by the curb for pickup the night before pickup and must be removed from the curb and stored out of sight by the end of the day of pickup.

**VEHICLE AND PARKING REGULATIONS:**

1. Remember that there are children at play and that this is a residential area. Observe posted speed limits.
2. Garages must be maintained to house at least one (1) vehicle in two-car garage and at least two (2) vehicles in a three-car garage.
3. Parking on driveways and streets is only permitted for excess operational vehicles. Inoperable vehicles may not be stored in driveway or street, they must be stored out of sight.
4. Parking on front yard landscape/rockscape areas is prohibited.
5. No boat, camper, recreational vehicle, trailer, van, or motor vehicle of any type other than a standard automobile may be stored or parked on any lot other than in the garage, except temporarily for the purpose of loading and unloading.

6. No vehicle or other equipment may be dismantled, repaired, or serviced on any lot except in the garage. Leaks from vehicles in the street and on driveways must be cleaned up within twenty –four (24) hours.

**YARD AND LANDSCAPE REQUIREMENTS:**

1. Landscaping must be kept neatly trimmed, properly cultivated, and continuously maintained.
2. Each owner is responsible for maintaining the slope banks located on their lots in a manner that will not damage or interfere with established slope ratios, or create erosion or sliding problems. An exception applies to those slope lands maintained by the Community Association.
3. Garden hoses must be properly stored when not in use.

**PORTABLE BASKETBALL HOOPS AND OTHER TEMPORARY APPARATUS:**

1. The portable hoop and net/apparatus must be maintained in good condition and shall not become an eyesore.
2. When not in daily use, the hoop/apparatus must be stored out of sight.
3. Hoops/apparatus may not be used in such a manner that infringes upon neighboring lots or damages their landscaping or property. Owners using portable hoops/temporary apparatus assume the sole responsibility for any damage such use causes to the property of others or the Association.
4. Owners who use portable basketball hoop/temporary apparatus shall not permit their use to create a nuisance. Hours of use must be reasonable and confined to the hours between 9:00 AM to Dusk.
5. Should the Board of Directors determine that use of portable basketball hoop/temporary apparatus is creating a nuisance or is not in compliance with these rules, it may prohibit the continued use of the hoop/apparatus, fine the owner, or take such action as the Board deems appropriate and necessary.

**HOLIDAY DECORATIONS:**

1. The acceptable time frame for winter holiday decorations is November 25<sup>th</sup> until January 10<sup>th</sup>. All other holiday decorations must be displayed no more than ten (10) days prior to the day of the holiday and must be removed within five (5) days after the holiday. All decorations must be installed and removed accordingly.

2. All holiday lighting must have "UL" or comparable rating. Outdoor lights must be designed for outdoor use.
3. Lights and other decorations should be displayed around window areas or along railings, and must be installed with removable tape or plastic clips that will not damage the mounting surface.
4. Do not place holiday decorations on any tree, plant, shrub, or bush in any Common Area.
5. 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.
6. Residents must make every effort to avoid damage to Common Areas, including holes (however small), tape marks, abrasions, paint removal, etc. In an effort to avoid costly repairs that must be paid for by the Association, the Board will inspect holiday decorations both at the time they are installed, as well as after they are removed. Owners will be held strictly responsible for any damage resulting from holiday decorations.

## **RULES ENFORCEMENT POLICY**

The following procedure will apply to all violations and infractions of the governing documents. Owners may report violations to the Management Company or Board of Directors 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 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. If a monetary penalty is imposed, a notice at least ten (10) days in advance of the fine assessment will be given.
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 or continuing fines until such time as the matter is satisfactorily resolved.
5. If the violation continues, the Board may refer the matter to the Association's legal counsel. 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
Use Restrictions	\$75.00
Vehicle and Parking Restrictions	\$75.00
Unauthorized Improvements to Property	\$75.00
Any violation of the Bylaws, or CC&Rs and Rules & Regulations not specifically mentioned (i.e. dogs barking, trash receptacles being left out, etc.)	\$50.00
Health and Safety Violations	assessed according to violation

Fines for continuing or repeated violations may be increased at the discretion of the Board, not to exceed \$100 for each violation, a total amount of \$1000, whichever is less. Fines for health and safety violations shall be commensurate with the violation and may exceed \$100 per violation. Limitations on the amount of the fine do not apply to any interest charges or costs that may result if the fine becomes past due.

**FORMAL COMPLAINT FOR  
CC&R'S, 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: **Terrazzo II Association**  
**c/o Associated Management, Inc.**  
**3960 E. Patrick Lane, Suite 103**  
**Las Vegas, NV 89120**  
**Phone: 702-436-7075; Fax: 702-436-7076**  
**www.amiusa.net; E-Mail: trzservice@amiusa.net**

**TERRAZZO II HOMEOWNERS ASSOCIATION  
ASSESSMENT COLLECTION POLICY**

1. **Assessment Due Date:** All regular assessments shall be due and payable on the first day of each month. Special assessments shall be due and payable on the due date specified in the notice imposing the assessment. Regular and special assessments shall be delinquent if not paid within fifteen (15) days after they become due.
2. All payments will be applied to outstanding balances in the following order of priority.
3. **Late Fees:** If any installment payment of a regular assessment, or payment of a special assessment, is not made within 15 days after it becomes due, a late payment charge not exceeding 10% or \$10.00 whichever is greater shall be imposed, and the Association shall be entitled to recover any reasonable collection costs, including attorney fees, that the Association then incurs in its efforts to collect the delinquent sums. An Owner's account is assessed for the cost of checks returned NSF (non-sufficient funds) in the amount of \$15.00 to cover both bank charges and account adjustment.
4. **Pay or Lien Warning Letter:** Prior to filing a lien for delinquent assessments, the Association shall send a "Pay or Lien" warning letter which will be mailed to the unit owner when the account is more than 30 days past due. A collection cost in the amount of \$50.00 will also be applied against the delinquent owners account and this will become part of the total assessments owed.
5. **Lien Policy:** After sending the "Pay or Lien" letter, if an assessment payment is delinquent for more than sixty (60) days, the Association shall see that the lien is recorded in the County Recorder's Office with a Notice of Delinquent Assessment (assessment lien) concerning all sums that are then delinquent, including the delinquent assessment, late charges, costs and reasonable attorney fees. Recording this notice creates a lien, which is subject to foreclosure against the property. A lien cost in the amount of \$150.00 will also be placed against the owner's account and this will become part of the total assessments owed.
6. **Intent to Foreclose Notice:** Prior to filing for foreclosure, the Association shall send an "Intent to Foreclose Notice" letter which will be mailed to the unit owner when the account is more than seventy-five (75) days past due. The cost for this action in the amount of \$40.00 will be placed against the owner's account and this will become part of the total assessments owned.
7. **Foreclosure Proceedings:** After sending the "Intent to Foreclose Notice," if an assessment payment is delinquent for more than ninety (90) days, the Association

shall turn the matter over to legal counsel and foreclosure proceedings will commence.

8. **Foreclosure Costs:** If a lawsuit or foreclosure procedure is initiated by the Association to recover assessments, the Association is entitled to recover not only the amount in default, plus late charges, but also reasonable costs of collection, including trustee fees, title company charges and attorney fees. The legal fees may vary from \$500.00 - \$2,500.00. A "Preparation of File" charge in the amount of \$50.00 will also be placed against the owner's account and this will become part of the total assessment owed.
9. **Payment Under protest:** If an owner disputes any late or other charge, the owner shall have the right to resolve said dispute through either Alternative Dispute Resolution (ADR) or a civil action, or through the means provided within the Association's governing documents, as long as (a) all delinquent amounts are paid in full, including the amount of the assessments(s) in dispute, late charges, interest and all fees and costs associated with the preparation and filing of a Notice of Assessment Lien, including mailing fees and attorneys' fees; and (b) said owner states by written notice that the amount is being paid under protest. The owner's written notice must be mailed by certified mail to the Association no more than 30 days from the recording date of an assessment lien, in accordance with Civil Code Section 1366.3. An owner may not utilize ADR more than two times in any single calendar year, nor more than three times within a five-calendar year.
10. **Release of Lien:** As soon as a delinquent owner has paid in full all delinquent assessments and charges, including attorney fees, the attorney will prepare a Release of Lien which will be recorded in the County Recorder's Office of the County in which the lien was recorded.
11. **No Waiver:** Failure of the Association to strictly enforce this policy is not a waiver of its right to collect delinquent sums.