RULES AND REGULATIONS FOR TRIPOLY AT STEPHANIE HOMEOWNERS ASSOCIATION

PREAMBLE

The Tripoly at Stephanie Homeowners Association ("Association") maintains a good neighbor policy. Living in a community governed by a Homeowner's Association requires cooperation and consideration among the Residents. The Association encourages property owners to read and abide by the Covenants, Conditions, and Restrictions ("CC&R's") and other governing Documents.

The Association has the duty, responsibility, and authority to adopt and enforce the Rules and Regulations governing the conduct of Residents and their guests. These Rules and Regulations do not supersede the CC&R's or other Governing Documents.

The following rules were adopted to promote a pleasant living environment for all members of the Association.

REPORTING RESPONSIBILITIES OF OWNERS

- 1. Each Resident shall promptly report to the Manager any items or other conditions, regarding any Common Element, that appears to require repair.
- 2. Each Resident shall promptly report to the Manager any water intrusion (including plumbing leaks) into any Unit.
- 3. Delay or failure to report such items may result in further damage requiring costly repair or replacement.

LANDSCAPING

- 1. Owner is responsible for maintaining the landscaping and irrigation in the back Yard Component adjacent to the Owner's Unit in a neat and sanitary condition.
- Changes to the back Yard Component landscaping must be submitted to and approved by the ARC:
- Normal maintenance of landscaping or replacement of dead or dying landscaping does not need approval by the ARC provided there is no significant change in the type of plants, ground cover, or landscape design.
- 4. When watering the back yard area, Owner must KEEP WATER AWAY FROM THE BUILDINGS, WALLS, AND OTHER IMPROVEMENTS.
- 5. Owners shall not change or interfere with the established drainage of the property.

LEASING OR RENTING

- 1. The Owner is responsible for the actions of his/her tenant, tenant's family and tenant's guests.
- 2. The Owner is responsible for supplying the tenant with a copy of the Governing Documents of the Association.
- 3. It is the Owner's responsibility to provide a copy of a written lease to the Association within 10 days of a written request from the Board.
- 4. All leases shall be for a term of not less than 6 months.

PETS

- 1. No more than two pets are allowed per unit.
- 2. All Pit Bulls, Rottweilers, Presa Canarios (pure breeds and cross breeds) must be on a leash, under the control of a person 16 years or older, and must be muzzled at all times while in the Association common areas. Violation of this rule will be considered a health, safety violation pursuant to NRS116.31031 and may result in a fine up to \$5,000.00.
- 3. Any dogs which have exhibited vicious or threating propensities must be on a leash, under the control of a person 16 years or older, and must be muzzled at all times while in the Association common areas. Violation of this rule will be considered a health safety violation pursuant to NRS116.31031 and may result in a fine up to \$5,000.00.
- 4. Only common household pets are allowed, including but not limited to dogs, cats and birds.
- 5. No animal may be kept, bred, or maintained on the property for commercial purposes.
- 6. Pets must be kept on a leash and under the control of the owner when in the Common Elements, outside the Unit, or outside the enclosed rear Yard Component.
- 7. Pet owners are responsible for cleaning up after their pets within the rear yard component and in the common areas of the community.
- 8. Excessive noise from an animal will not be permitted. The Association requests that all complaints be submitted concurrently to Animal Control and to the Association, in writing.
- 9. The Association shall have the right to prohibit any animal that the Board of Directors determines to be a nuisance or which unreasonably interferes with the peaceful and quiet enjoyment by other Residents.
- 10. The cost to repair any damage to the Common Elements caused by a pet of a Resident or guest of a Resident will be assessed to the Owner of the Residential Unit.
- 11. The pet owner is responsible for any personal injury or personal property damage caused by their pets.
- No pet may be tied to a tree, stake, or any structure in the Common Elements.
- 13. No animal shall be housed in a Garage.
- 14. All owners of pets must register the pets with the Association so that if pets are roaming the community lost, the Association may assist your pets in finding their way home; or if any other problem arises, that the Association may contact the pet owner.

SWIMMING POOL(S) AND SPA(S)

- 1. The community's swimming pool(s) and spa(s) are private facilities intended for use by Residents and their invited guests. A Resident's family member must accompany guests at all times.
- 2. Pool guests are limited to two (2) per household. Pool parties are not permitted.
- 3. Use of the pools and spas is at the user's own risk. Lifeguards are not provided.
- 4. Pool keys shall not be duplicated or given to a non-resident.
- 5. Pool entry gates shall be kept closed and locked at all times.
- 6. All persons are required to shower prior to entering the pools or spas.
- 7. Proper swimming attire is required. Cutoffs are not permitted. Towels may not be hung on the fences/gates.
- 8. Solo swimming is discouraged for safety reasons.
- 9. Running, horseplay and/or <u>diving</u> into the pools or spas are <u>not</u> permitted. Music played at a volume that is disturbing to others in the pool area is not permitted.
- 10. Alcoholic beverages, chewing gum and/or glass containers are not permitted in the pool and spa areas. Residents are required to utilize the trash containers, if any, that are provided for the disposal of trash.
- 11. Children must be accompanied by an adult at all times, and must not be left unattended in the pool or spa areas at any time. Children are defined as anyone less than twelve (12) years of age.
- 12. Children 12 years of age or younger must be accompanied by an adult when utilizing the spa. The maximum recommended time for such children to use the spa is ten (10) minutes.

- 13. No pets are allowed in the pool area, except as required by law.
- 14. Pool furniture is not allowed in the actual pool or spa.
- 15. Any person with an infection, communicable disease, etc., is prohibited from using the pool and spa facilities.
- 16. Extended exposure to hot water and vapors may be detrimental to the health of some persons with certain medical conditions. If in doubt, consult a physician prior to the use of the spa.
- 17. "Quiet Hours" must be observed in the pool area from 10:00 p.m. until 7:00 a.m. Loud music, loud talking, shouting, and other loud noises will not be permitted.

TRASH

- 1. A Resident shall contract with the local trash collection company for trash pick up on a no less than weekly basis.
- 2. Trash, garbage, or refuse must be placed in a trash can or garbage can with a tight fitting lid similar to containers typically provided by the local trash collection company.
- 3. Trash cans or garbage cans must be stored in the garage unless they are being made available for collection. They must not be placed for collection more than 12 hours before scheduled pick up and must be removed from visibility within 12 hours after pick up.
- 4. Residents will not be permitted to accumulate any garbage, refuse, or obnoxious material on any other portion of the Properties.

STORAGE OF ITEMS

- 1. No Resident shall store any item in or on any Common Element.
- 2. No unsightly items (including garden or maintenance equipment) may be stored on Balconies, on porches, or in back yards unless appropriately concealed or contained.
- 3. No items may be stored on Balconies, porches or back Yard Components that are determined by the Board to be a nuisance (pursuant to Section 9.5 of the CC&Rs).
- 4. Clotheslines are not permitted.
- 5. No laundry may be hung out or exposed on any external part of a Residential Unit, Limited Common Element, or Common Element.
- 6. No hazardous or toxic waste may be stored anywhere on the property.
- 7. Installation of a storage shed or container in a Limited Common Element shall require prior ARC approval.

VEHICLES, PARKING, AND GARAGES

- 1. Residents shall not park, store, or operate within the Properties any vehicle which is deemed by the Board to unreasonably disrupt the peaceful and quiet enjoyment of other Residents.
- 2. Parking is not allowed on the streets except in designated parking areas.
- 3. Designated parking areas are available on a first-come-first-serve basis. Parking in these areas shall not exceed 48 consecutive hours.
- 4. No commercial vehicles or recreational vehicles shall be parked within the Properties (including the streets and designated parking areas) unless parked in the garage, except as stated in item 5 below.
- 5. Commercial vehicles that are not owned by the resident may be temporarily parked in the driveway when the driver is delivering a product or performing a service for the resident. "Commercial Vehicle" shall mean a truck of greater than one-ton capacity or a bus. A Commercial Vehicle may be defined as such even if the vehicle does not have a commercial license plate or commercial signage.
- 6. The Association shall have the right to tow vehicles parked in violation of these Rules and Regulations in accordance with Nevada Law.

- 7. Recreational vehicles may be parked in the driveway for up to 48 hours for the purpose of loading or unloading the vehicle.
- 8. Vehicles may not block any portion of the sidewalk, curbs, streets, or any portion between the street and the sidewalk.
- 9. A Resident or guest of a Resident may park a vehicle on the Resident's driveway, but shall not block access to the neighboring Garage.
- 10. A vehicle parked on a driveway shall not be within the Sight Visibility Restriction Area (i.e. shall not block visibility of traffic at a street corner).
- 11. No vehicle undergoing repairs may be visible from the street, adjoining neighbors, or Common Elements.
- 12. Unregistered or inoperable vehicles must be stored within a closed Garage.
- 13. Garages shall not be used as living space.
- 14. Garages are to be used primarily for storage of vehicles and other storage as space allows.
- 15. Garage doors must be fully closed except for reasonable periods during the removal or entry of vehicles or other items.
- 16. Residents shall operate any and all vehicles within the community in accordance with Nevada Revised Statutes at all times.
- 17. Any vehicle parked in a posted no parking area or in a red zone, will be subject to immediate tow without prior notification.

WINDOW COVERINGS

- 1. Window coverings must be of neutral color and normal appearance unless approved by the ARC approval.
- 2. Aluminum foil or other non-standard material shall not be permitted.
- 3. Window tinting is not allowed.
- 4. Screens on doors and windows and/or security doors and window bars must have <u>prior</u> written approval of the ARC.

SATELLITE DISHES AND ANTENNAS

- 1. Satellite dishes shall not exceed 1 meter in diameter (approximately 39 inches).
- 2. Satellite dishes must be installed in a location designated by the Declarant or the Board unless an acceptable quality signal cannot be obtained from that location.
- 3. An alternate location for installation must be approved by the ARC <u>prior</u> to installation.

NOISE OR DISTURBANCES

- 1. Owners are required to observe "Quiet Hours" during the hours of 10:00 p.m. until 7:00 a.m. Loud noises (radios, stereos, musical instruments, party activities, car horns, loud talking, shouting, etc.) are not permitted.
- 2. Excessively loud noises are restricted at all times to a level that is not disturbing to other residents.
- 3. Residents shall not place or operate fixtures, equipment, or furnishings in a manner which will cause vibrations or noise to the adjacent Units. (See Section 9.20 of the CC&Rs for additional details.)
- 4. Any changes to the interior of a Residential Unit (including floor coverings) that may increase noise must comply with Section 9.20 of the CC&Rs.
- 5. Peace disturbances are a police matter and the affected resident is responsible for calling the police and registering a complaint.

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SIGNS

- 1. No additional signage shall be attached on any existing sign or post.
- 2. Only one "for sale" or "for rent" sign shall be allowed upon any unit, shall not exceed 18 inches by 24 inches, and shall be displayed only in a window of the Residential Unit. No other signs shall be allowed.
- 3. No "for sale" or "for rent" signs are permitted in the Common Elements. The Association shall remove any sign placed in the Common Elements without notice to the owner.

MISCELLANEOUS ITEMS

- 1. No exterior fires are allowed with the exception of a BBQ grill. BBQ grills are not permitted within ten feet of any Building or on any Balcony.
- Any and all exterior changes must be submitted and approved by the ARC.
- 3. Holiday decorations may be displayed inside windows or on a porch or Balcony and must not be attached to any Common Element or Limited Common Element. Decorations must be installed and removed in a reasonable seasonal manner.
- 4. Display of the American flag is permitted but must not be attached to any Common Element or Limited Common Element without prior ARC approval of location and/or method of attachment.
- 5. Spas, hot tubs, and water beds are not permitted.
- Cutting into the concrete of the Building is hazardous and is strictly prohibited.
- 7. No action or condition may exist that is in violation of any local, county, state, or federal law or ordinance.
- 8. All complaints must be submitted in writing to the Association. An Owner submitting a complaint must sign the complaint. Complaints that are not signed or are submitted anonymously will not be acted upon.
- 9. Community garage sales will be at the discretion of the Association. Sales will be scheduled on weekends and access hours will be limited.
- 10. Individual garage sales are not allowed.
- 11. No Owner/Resident may disturb or dictate work to any contractor of the Association. Complaints or concerns must be put in writing and forwarded to the Association's management company.

THESE RULES AND REGULATIONS ARE SUBJECT TO CHANGES, ADDITIONS, AND/OR AMENDMENTS BY THE ASSOCIATION'S BOARD OF DIRECTORS.

VIOLATION OF THESE RULES AND REGULATIONS MAY RESULT IN FINES, LIENS AGAINST THE OWNER'S UNIT, AND FORECLOSURE.

Adopted and Approved at the Meeting of the Board on November 10, 2014.

President or Other Board Member

Secretary or Other Board Member

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