

**LAKERIDGE VILLAS ASSOCIATION  
RULES AND REGULATIONS  
REVISED AUGUST 2019 – EFFECTIVE OCTOBER 1, 2019**

**PREAMBLE**

The nature of condominium living requires that each of us as homeowners and/or occupants and members of a close community recognize the special obligations and responsibility of sharing ownership in a common area and living in harmony. Self-government of this community requires mature acceptance of restraints on our individual desires and lifestyles.

NO HOMEOWNER AND/OR OCCUPANT POSSESSES THE RIGHT TO INTERFERE WITH THE COMMUNITY BY ATTEMPTING TO LIVE AS IF IN A DETACHED SINGLE FAMILY DWELLING SURROUNDED BY PRIVATE PROPERTY. THIS IS NOT THE NATURE OF CONDOMINIUM LIVING AND ANYONE UNABLE TO ACCEPT REASONABLE RESTRAINTS ON THEIR LIFESTYLE SHOULD CONSIDER ANOTHER FORM OF HOUSING.

**Owners that rent/lease their units are obligated to provide their tenants with a set of these Rules and Regulations.**

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The Board of Directors has the responsibility of maintaining the original design plan and retains the authority to make all decisions regarding the community owned buildings exteriors and grounds.

**RULE 1.**  
**OWNER'S RESPONSIBILITIES**

- 1.1 It is the condominium homeowner's responsibility to see that all tenants, Guests and persons inhabiting their unit are in compliance with the Rules and Regulations of the Association as adopted in the governing Declaration of Covenants, Conditions and Restrictions and as adopted in the following Rules and Regulations:
- a. The homeowner and/or occupant(s) will be held directly responsible for such persons and for any damage to Association property that they might cause. Damage assessments will be based on cost of repairs or replacement and labor for actual cleaning and/or repair of facilities.
  - b. The Rules and Regulations set forth below apply to homeowners and/or occupants of the project. It is each individual homeowner's responsibility to make certain if the lease or rent out their unit that the tenant receives a copy of the Rules and Regulations.
  - c. All unit owners shall keep the Association's management company apprised of their current contact information for any tenants residing on the premises. Unit owners will have written one year or longer lease agreement with any tenants residing on the premises and current copies of same must be provided to the management company within ten days of tenant moving in to the unit.
  - d. These Rules and Regulations **do not** supersede the By-Laws and/or Covenants, Conditions and Restrictions.

**RULE 2.**  
**BUILDINGS AND GROUNDS**

**2.1 Occupancy**

- a. Occupancy use is limited solely to residential purposes and no commercial activity or business of any kind shall be conducted from any

- portion of Lakeridge Villas area or residence, including all common areas and community facilities.
- b. Occupancy under a license or rental agreement shall not constitute membership in the Lakeridge Villas Association but does bind occupancy to comply with the governing documents and Rules and Regulations.
  - c. No Sub-Tenancy of any kind shall be allowed or permitted.
  - d. No homeowner and/or tenant or contractor shall interfere with any right of any other homeowner and/or tenant, nor annoy any homeowner and/or tenant by loud or unreasonable noise or by any nuisance.
  - e. No overnight, temporary or permanent occupancy within any motor home, camper or trailer shall be allowed on any portion of Lakeridge Villas.
  - f. No garage, shed, tent, trailer, dumpster or temporary structure of any kind shall be permitted for any purpose except for use related to construction, remodel and/or repairs.
  - g. Garage sales or related type sales shall not be permitted. An automatic \$50.00 assessment will be issued for infraction of this rule.

## **2.2 Building Exteriors**

- a. Lakeridge Villas Association has sole responsibility and authority for all exterior building maintenance such as repair work to roof, siding and trim, and painting of siding and trim. This responsibility extends not only to normal wear but also to any accidental damage to the exterior.
- b. Maintenance and repair of windows, skylights, sliding doors and their associated frames and side garage doors, front doors and their associated frames are the responsibility of the owner. Color of paint or stain used to refinish doors, doorframes and window frames shall be in keeping with the common color scheme of Lakeridge Villas as approved by the Board of Directors.

- c. Roll-up garage doors are the responsibility of the Association, however the interior mechanism such as tracks, rollers, tension springs and electric openers are the responsibility of the owners.
- d. Repairs or maintenance necessitated by intentional, negligent or careless acts of homeowners and/or occupants or guests shall be born entirely by said homeowners. A lien shall be maintained on the unit in question until payment has been made.
- e. All work to be accomplished by the Association must be submitted to management in writing on a work request for approval by the Board of Directors. The work request forms may be obtained from the Property Management Company or at the maintenance shop.

### **2.3 Landscaping and Grounds Maintenance**

- a. The Lakeridge Villas Association shall maintain all common area lawn areas.
- b. All landscaping, trees and shrubbery shall be placed and maintained by the Lakeridge Villas Association.
- c. Owners that receive approval for landscape planter installations must maintain the installation at their expense. If the Owner/resident fails to maintain the installation, the Board will request the installation to be removed. Removal expense may be charged back to the Owner/resident.
- d. The Board of Directors shall make all decision regarding the extent, type, design and general appearance of lawns and landscaping. At the discretion of the Board of Directors all unauthorized trees, shrubs and plants may be removed.
- e. Planting of ivy or any climbing vine is prohibited because of the damage caused to the siding of the buildings and fences. The maintenance personnel will remove ivy.
- f. No work exploration of any minerals, drilling for any minerals, mining of any minerals or quarrying of any rock, minerals, soil or materials of any

nature shall be conducted on any portion of Lakeridge Villas without the approval of the Board of Directors.

- g. There shall be no deed, conveyance, agreement or other document executed by the terms of which would create a separation of ownership of the surface and subsurface rights.

## **2.4 Modification of Building Exteriors and Grounds**

- a. No alteration, modification, addition or change in the exterior design or finish of any building or the landscaping of any common area shall be undertaken by any homeowner and/or occupant without express prior written approval of the Board of Directors.
- b. There shall be no displaying, installing, or leaving planters, decorations, furniture items, party light strands, bird feeders, etc. in view of the common area without prior written approval of the Board of Directors will result in a compliance notice to be sent requesting removal of the items.
- c. Any such unauthorized changes or alterations shall be restored to the original condition, common scheme or design at the direction of the Board of Directors and at the expense of the homeowner.
- d. Nothing may be attached to displayed or hung from the exterior of any building, fence, shrubs or trees. This includes but is not limited to signs; i.e. "For Sale" signs, laundry rope, windsocks, decorative flags, etc.
- e. The American flag and/or the Nevada State flag may be displayed from sunrise to sunset and taken down during inclement weather. The flag can be located on the front of the building or patio fences utilizing a pole holder. The pole shall not exceed six feet (6') in length. Displaying the American and/or the Nevada State flag(s) after sunset is considered inappropriate and owners will be so informed. No freestanding flagpoles in the common area will be allowed.

- f. Exterior Christmas lights during the Christmas season are allowed, however all lights and other holiday decorations shall be removed by January 15<sup>th</sup> weather permitting. All visible nails, screws and other attachments shall be removed with the decorations. Lights on common area trees and shrubs will be permitted; however, tinsel and/or garland is prohibited.
- g. Other major holiday decorations may be installed seven (7) days before the holiday and must be removed five (5) days after the holiday.
- h. No dish, satellite or cone-type radio, television-receiving antennas shall be permitted upon any portion of Lakeridge Villas' common area unless approved in writing by the Board of Directors.
- i. No radio, television, ham radio or "CB" antenna of any kind or type shall be permitted upon any residence site, resident building or common area except satellite dishes which may be installed using the following guidelines: Installation of a TV dish and related cabling should be shielded from view from the streets within the complex and from neighboring property using roof pitches, evergreen trees and/or masonry chimneys with the limit of two dishes for any single location. Cabling should be run internally where possible. If no acceptable location is available, consult with the Maintenance Manager for best alternative. Satellite dishes become the property of the subscriber and must be removed when no longer in use at the expense of the subscriber. If Lakeridge Villas HOA must remove a dish, the property owner assumes the liability for the cost to remove the dish antenna(s) abandoned by their tenants and the cost to rehabilitate any damage to a unit structure. The minimum cost will be a fee of \$100.00 for said removal. The satellite dishes are recyclable at Sims Recycling, 725 Gregg St., Sparks, at no cost.
- j. No electrical devise of any kind or type or nature shall be allowed to operate from or within any residence site or any portion of the common area that produces interference with another homeowner and/or occupant's computer, radio or television reception.
- k. No solar heating devices or panels of any kind shall be allowed unless first approved in writing by the Board of Directors.

- l. Report promptly any damage or problems in the common areas. This includes but is not limited to broken sprinklers, loose boards or leaky roofs. Please report items of this type to the Management Company (Eugene Burger Management Corporation).
- m. Solar film or similar products on windows is allowed unless it becomes unsightly with age or is not properly installed.
- n. As viewed from the exterior, window coverings shall be brown, white or cream.

**RULE 3.**  
**STREET AND PARKING AREAS**

**3.1 Guest Parking**

- a. Lakeridge Villas has a limited number of guest parking spaces which are set aside for occasional visitors, houseguests or service vehicles. Houseguests are permitted to use the guest parking for a maximum of two (2) weeks. After two (2) weeks, houseguests must abide by the resident parking rules and not park in designated guest parking areas. It is expected that residents and long term guests will abide by the restrictions implied by this rule.
- b. Vehicles parked in unit driveways, five-day parking areas and guest areas must be in an **operable condition with a valid license plate**. Vehicles with flat tires or other defects rendering the vehicle inoperative will be subjected to being towed. No major vehicle repair work will be permitted in any parking area including unit driveways. For towed vehicle information, call the telephone number posted on the tow warning signs, Reno Police Department at 334-2175 or City Auto Towing 786-2122.
- c. No trailers of any type, including but not limited to house trailers, utility trailers, boat trailers or horse trailers, etc. will be allowed to park in Lakeridge Villas. Residents or guests of residents should park their trailers on Lakeside Drive or other off-site locations.
- d. No vehicle will be parked in any driveway, covered or uncovered, for the purpose of storage of such vehicle. Storage will be defined as any

vehicle not being driven for a period extending longer than two (2) weeks.

### **3.3 Recreational Vehicles** (A vehicle designed for recreational use as in camping)

- a. Motor homes, travel trailers, cab-over pickup trucks or other types of recreational vehicles are not allowed to be parked in unit driveways, guest parking or in the five-day parking areas in Lakeridge Villas. **EXCEPTION:** Recreational vehicles may be parked for a limited period of time, **not to exceed twenty four (24) hours**, in a unit driveway or, if too large, in the five-day parking spaces on Villa Way. At the completion of loading and/or unloading, the recreational vehicles must be removed from Lakeridge Villas and parked on Lakeside Drive or other off-site locations.

### **3.4 Five Day Parking Area**

- a. Overflow parking is provided on the north side of Villa Way in the designated spaces. This area is intended to be used by residents and/or their guests as a parking space for authorized vehicles which are periodically moved. Vehicles parked in this area must comply with all of the rules pertaining to Lakeridge Villas parking. This area is **NOT** intended for long-term vehicle storage or for vehicle sales. Vehicles that are moved at least every five days are considered to be in compliance with the intent of the overflow parking area. Vehicles that are observed to be abusing the intent of the five-day parking area will be ticketed and if not removed or otherwise brought into compliance with the rules will be towed.

### **3.5 On-Street Parking**

- a. Parking on any streets in Lakeridge Villas except as defined above, is strictly prohibited. This rule is a requirement of the Reno Fire Department and is enforced by the Fire Department and the Lakeridge Villas' Board of Directors through the property manager. The parking restrictions also apply to the cul-de-sac at the west end of Sunburst Way, which is designated as a fire equipment turnaround area.

- b. Parking with two wheels on the street and two wheels on the lawn constitutes a violation of the on-street parking rule. In addition, parking partially on the lawn sometimes results in damage to the landscaped area and/or the irrigation system. Residents or guests of residents causing landscape and/or irrigation system damage will be assessed the cost of repairs. Vehicles parking in violation of the on-street rule will be subjected to having the vehicle towed without further notification and/or the unit owner fined.

### **3.6 Application of Parking Rules**

- a. **Eugene Burger Management Corporation (828-3664)** as Community management for Lakeridge Villas Association are designated as agents for enforcing parking rules and regulations by the Board of Directors and shall use their own discretion in enforcement by issuing written parking violations, issuing assessments, and/or by removing any vehicle which appears to stand or to be parked in violation of any of the above rules and regulations.
- b. At the Board's discretion, they may elect to tow a vehicle or issue an automatic \$50.00 assessment per each occurrence. Towed Vehicles may be recovered by calling: Reno Police Department at 334-2175 or City Auto Towing at 786-2122.
- c. When and where applicable, the foregoing rules and regulations shall apply to all owners, residents, tenants, guests, invitees and all other persons when entering upon the property of Lakeridge Villas.

## **RULE 4. PETS**

### **4.1 General**

- a. No animal or fowl of any description shall be raised, housed or kept on Lakeridge Villas' property except dogs, cats or other household pets that are of such nature as not to interfere with the safety, comfort and quiet enjoyment of adjoining owners. These types of pets may be kept on

subject property provided that are not based or maintained thereon for any commercial purpose.

## **4.2 Control of Pets**

- a. An owner of a pet shall at all times be fully responsible for its care. Said owner shall at all times be in full and complete control of said pet and not allow it to enter upon other residence sites for the deposit of its feces or create other nuisances. The owner of the pet shall be solely responsible for the prompt and immediate removal of all feces deposited on the common area or a residence site.
- b. No pet shall be permitted outside the occupant's unit on any Common Area unless secured by a leash or other suitable restraint. The restraint/tie out line may not exceed the size of the patio area. Any pet found running loose will be turned over to the Reno Animal Control Center. This applies to cats as well as dogs. It is not permissible to tie pets on the Common Area.
- c. Notice will be sent to any pet owner whose pet unreasonably disturbs another homeowner and/or occupant by barking or other disturbance and fails to control the animal. In such a close community, it is the obligation of each homeowner and/or occupant to respect the privacy and quiet enjoyment of each home of all individuals in the community.
- d. Unit owners and/or occupants have the responsibility of immediately cleaning up after their pets and are liable for any damage done to the Common Areas. Unit owners and/or occupants neglecting to comply will be billed for the additional maintenance expense.
- e. Feeding domestic animals in the Common Area is not allowed.

## **4.3 Liability for Damage**

- a. The owner of the unit where the pet resides shall be liable for all damage done to any building, common area, landscaping or other property brought about by the activity of such pet.

#### **4.4 Cleaning Up After Pets**

- a. The owner of the unit in which a pet resides has the responsibility to clean up after the pet, including balconies and patios. Pet fecal matter can cause health problems and damage to vegetation.
- b. Residents who neglect to clean up after their pets will be billed for the additional maintenance. Owners are responsible for the conduct of their tenants. A report will be made to the Board on a monthly basis on additional maintenance expense incurred and as can be best determined by units responsible.
- c. Repeat offenders will be issued assessment fines as allowed under Article 10.1 of this document.

### **RULE 5. SIGNS**

#### **5.1 Signs**

- a. Signs on the exterior of the buildings and fences will not be allowed. Family name signs are allowed inside front patio areas but must be below the level of the fence.
- b. Political signs as described in NRS 116.325 are permitted, noting that any such political signage must not be larger than 24 by 36 inches and cannot be displayed in the Common Area. All such signs must be removed within 30 days after date of voting.

- c. “Real Estate” signs advertising units for sale, lease or rent are not permitted on units nor may they be displayed from inside a unit which is visible from the outside or in any greenbelt area. “Open House” signs for real estate sales are allowed during the time a unit is in the control of an on-site real estate agent. Signs shall be displayed only during the time the house is open to the public and must be removed at the end of the showing. Only one sign, no larger than 2’ by 3’, shall be displayed per unit. Property management personnel and/or a member of the Board will remove unauthorized signs. Banners, flags and balloons are not permitted.
  
- d. Owner Sale of Unit – “Open House” sign: In the event an owner occupies unit is placed on the real estate market and the owner wishes to have an open house, a sign may be placed in front of the unit as noted above, but only when the unit is occupied by the owner and limited to no more than two days per week.

**RULE 6.**  
**REPAIRS AND IMPROVEMENTS**

**6.1 Repairs and Improvements**

- a. The By-Laws and CC&R’s for Lakeridge Villas establish the basic guidelines for the conduct of the owners and the actions of your Board of Directors. The Board is responsible to make repairs to the unit when notified in a timely manner that a condition exists that requires repair. The Board does not have the authority to pay for improvements to specifications at the owner’s request. Owners frequently request the Board to make personal improvements and the policy is very clear cut. The Board will review the request and after review will, if the improvement is in keeping with the general appearance and architectural design of the complex, approve said request. At that time, a letter will be written to the owner authorizing the improvement that must then be constructed in the approved manner. The cost of these improvements is borne by the owner of the unit. Typical examples of personal requests for improvements are the addition of rain gutters, enlargement of patios, additions to patio fences and planting of trees and shrubs for the benefit of the owner.

- b. The Board is responsible to make repairs that are considered the results of “wear and tear”. However at times, owners confuse building defects with need for repairs. At other times, repairs are needed because of owner carelessness. Repairs resulting from either of these causes must be borne by the owner. In the case of repairs that are considered the responsibility of the Association, the Board of Directors will prepare work specifications and submit the work for competitive bids to ensure that the lowest possible costs are obtained. Accidental damage such as storm damage and other damage resulting from an act of God are covered by our insurance policy. The Board is obligated to notify the insurance carrier in a timely manner and make repairs in concert with the insurance adjuster. Owners cannot make repairs that negate the authority of the Association.

**RULE 7.  
MONTHLY ASSESSMENTS**

**7.1 Monthly Maintenance Fee**

- a. The monthly homeowner assessment shall cover the following expenses:
  - 1. Hazard insurance on the exterior of the dwelling unit (not personal property). (Units are not covered for earthquake or flood damage.)
  - 2. Common area landscaping and maintenance.
  - 3. Exterior building maintenance (excluding windows, doors, skylights and associated frames).
  - 4. Garbage collection.
  - 5. Snow removal (limited to walkways and driveways).
  - 6. Common area water and lighting.
  - 7. Street maintenance and repair.
  - 8. Fences and signs.
  - 9. Property management fees.
- b. All other expenses and charges shall be paid by the individual owner.

**7.2 Assessment Penalties**

- a. Personal liability will be incurred by any homeowner damaging a building, landscaping and/or common area by direct actions or failure to control their children or pets.

- b. Failure to promptly pay monthly Association dues will result in a late penalty of 10% per month on the unpaid balance. Monthly assessments are due the first of each month and become past due thirty (30) days thereafter. If you do not have a copy of the Association's collection policy, one can be obtained through the Management Company.
  
- c. The Board will automatically turn any delinquent accounts over to the Association's attorney and/or collection agency for collection **IN ACCORDANCE TO THE WRITTEN COLLECTION POLICY**. The owner is liable for costs of such collection.

**RULE 8.  
GENERAL**

**8.1 Refuse Control**

- a. Garbage, household trash and recyclable material should be stored in the provided container and not visible on the exterior of the unit. It is recommended that provided trash containers be stored in the unit's garage. Noxious or offensive material or excessive trash shall not be allowed to accumulate or be stored in the common area. Clippings, leaves or other plant material will be collected by the maintenance personnel on request. Recyclable trash collected separately from household garbage trash is designated to be deposited in the container with the blue lid. However, recyclable trash can be disposed of in the general household garbage container if desired. Wet garbage and trash such as food spoils cannot be disposed of in the blue lid recyclable container.
  
- b. Garbage and refuse may be put out for collection no earlier than 6:00 p.m. the evening before collection and no later than 7:00 a.m. the morning of the scheduled collection. All garbage must be placed in the containers provided by Waste Management Disposal. Empty containers must be returned to the interior of the unit and shall not remain by the street later than 6:00 p.m. the evening of collection.

- c. Each unit is allowed 1 – 35 gal. trash cart and 1 – 64 gal. recycle cart. Each unit will also be provided 20 stickers annually issued by Waste Management for additional items that do not fit in the 35 gal. trash cart.

Any owner/occupant with a container larger than those provided under the HOA agreement with Waste Management will pay for the trash service directly to Waste Management.

## **8.2 General**

- a. The Board of Directors, managing agent and each homeowner and/or occupant shall have the right to prevent or stop violations of any Rules and Regulations by injunction or other lawful procedure and to recover damages resulting from the violation including interest thereon.
- b. Invalidity of any of the above Rules and Regulations by court judgment or decree shall in no way affect any of the other provisions hereof, and such other provisions shall remain in full force and effect.
- c. Patio decks should be kept clean and uncluttered and shall not be used as storage areas. All items on the patios (except umbrellas) must be below the fence line and not visible from common areas.
- d. The comprehensive project policy does not cover the contents of your unit(s) or liability resulting from guests on the premises. Each homeowner and/or occupant should arrange for insurance coverage for all losses and risks deriving out of ownership and/or occupancy of the premises.
- e. Persons are not permitted to climb on fences or roof areas and shall not engage in any activity which is possibly harmful or damaging to any building, landscaping or common area. There is to be no throwing or rocks, bark, etc. on the lawn, in the streets or in the ponds by any individual owner, resident or guest.
- f. The Common Area is for the use and enjoyment of all occupants and is not to be used as a playground area for organized group sports such as football, baseball and other such games or sports that unreasonably interfere with others' use of the area.

- g. All children playing around the ponds **must** be accompanied by an adult.

### **8.3 Toys, Bicycles and Other Playthings**

- a. Large toys, bicycles and other playthings such as gym sets or portable swimming pools are not to be placed or used on any Common Area. All toys, bicycles, swimming pools, etc. are to be kept within the patio area of the owner and/or occupant and out of sight. Any of the above items will be removed from the Common Area.

### **8.4 Liability For Damage**

- a. Owners shall be liable for all damage to any building, common area or landscaping brought about by the activity of their occupants and/or their guests. Such liability shall be for all damage, regardless of degree of fault or involvement of the occupants and/or guests.

### **8.5 Trespassing on the Lakeridge Golf Course**

- a. All owners and occupants are reminded that Lakeridge Golf Course is a private property. Residents of the Villas are asked not to trespass. Bicycles and pets are not allowed on the golf course; residents are not to use the third green and fourth fairway to practice both putting and chipping. The alternative is for the golf course to build a six-foot high, non-climbable chain link fence on the boundary of the golf course and the Villas property. Not only would this fence have a detriment effect on the Villas' property, it would go against the original theme and design for Lakeridge from the beginning of the development. Let all of us be good neighbors.

## **RULE 9. TENNIS COURT RULES**

### **9.1 Court Rules**

- a. The tennis court is for the exclusive use of the homeowners and/or occupants and their guests. All players and spectators shall exercise common courtesy.

- b. The tennis courts are open every day from 7:00 a.m. until sunset.
- c. No food or glass beverage containers shall be permitted on the tennis courts.
- d. All players must wear proper tennis shoes.
- e. A minimum of one set of singles or two sets of doubles will be allowed at any one time if there is anyone waiting for the court. At NO time should play exceed one hour. Court time will change on the hour no matter when play starts. Those waiting to play shall not wait within the fenced court areas.
- f. You may gain entry to the tennis courts by using the proper combination. This may be obtained by calling the property manager.
- g. Skateboards, roller skates, bicycles, etc. are not permitted in the tennis court area at any time.
- h. Padlock on the gate must be replaced in the locked position when vacating the court.

## **RULE 10. VIOLATIONS**

After notice and an opportunity to be heard, the Board may levy reasonable fines for violations of the Declaration, Bylaws and Rules and Regulations of the Association; direct the removal of vehicles improperly parked on property owned or leased by the Association, pursuant to NRS 487.038; and exercise any other powers necessary and proper for the governance and operation of the Association.

### **10.1 Complaints**

- a. All complaints of whatever nature shall be made in writing to the Board: Lakeridge Villas Homeowners Association, C/O EBMC at 5011 Meadowood Mall Way, Ste. 200, Reno Nevada 89502.

A complaint must be signed by the complainant and should identify the alleged violator, the nature and date of the alleged violation and a description of the factual basis of the complaint. Upon receipt of a written complaint, the Board shall evaluate the validity of the complaint prior to having the manager mail a copy of the complaint to the alleged violator with notification to either resolve the dispute with the complainant within twenty (20) days thereafter or appear before the Board at its next scheduled Board meeting, together with the date and time of the meeting, with a copy sent to the complainant.

If within two (2) days prior to the Board meeting, the Board has received written notice of resolution signed by both the complainant and violator, the Board shall take no action. If the Board has not received signed notice of resolution, both the complainant and the alleged violator shall appear at the specified Board meeting.

- b. The Board either through a complaint to the Manager or on its own may acts as a complainant.
- c. Any violation of Rules that are also violations of applicable Washoe County Ordinances or Nevada State Statutes may be reported to the Washoe County Sheriff's Department.

## **10.2 Hearing Procedure**

- a. Upon and after a full hearing on the complaint, the Board shall determine by majority vote if in fact the Rules, CC&R's or other governing documents of the Association have been violated and if so must immediately thereafter notify the complainant and the violator in writing of its decision. If the complainant is the Board or a member of the Board, or the alleged violator is a member of the Board, the Board shall not participate in the hearing but shall refer the hearing to a hearing committee. If either the complainant or the alleged violator does not appear at the hearing or has not requested a different hearing date with reasonable advance notice to all concerned, the Board shall determine the matter without any hearing in favor of the party appearing. The Board may appoint a hearing committee to hear complaints and any hearing conducted by any such committee shall have three members of the

committee on the hearing panel. A panel decision that a violation has occurred must be unanimous.

### **10.3 Penalties**

- a. If a unit owner or a tenant or guest of a unit owner does not comply with a provision of the governing documents of the Association, the executive board (Board of Directors) of the Association may prohibit for a reasonable time the unit owner or the tenant or guest of the unit owner from:
  1. Voting on matters related to the common-interest community.
  2. Using the common elements. The provisions of this paragraph do not prohibit the unit owner or the tenant or guest from using any vehicular or pedestrian ingress or egress to go to or from the home, including any area used for parking.
  3. Require the unit owner or the tenant or guest of the unit owner to pay a fine for each failure to comply that does not threaten the health and welfare of the common-interest community.
- b. The fine must be commensurate with the severity of the violation but must not exceed \$100.00 for each violation or a total amount of \$500.00, whichever is less.
- c. If a fine is imposed pursuant to subsection (a) and the violation is not cured within fourteen (14) days or a longer period as may be established by the Board, the violation shall be deemed a continuing violation. Thereafter, the Board may impose an additional fine for the violation for each seven (7) day period or portion thereof that the violation is not cured. Any additional fine may be imposed without notice and an opportunity to be heard.

### **10.4 NRS 116**

- a. Except as otherwise provided in subsection (b), the imposition of a fine pursuant to this section must comply with the requirements of subsection 6 of NRS 116.31065.

### **10.5 NRS 116.31065 Rules**

- a. The rules adopted by the Association must be reasonably related to the purpose for which they are adopted.
- b. The rules must be sufficiently explicit in their prohibition, direction or limitation to inform a unit owner or a tenant or guest of unit owner of any action or omission required for compliance.
- c. The rules must not be adopted to evade any obligation of the Association.
- d. The rules must be consistent with the governing documents of the association and must not arbitrarily restrict conduct or require the construction of any capital improvement by a unit owner that is not required by the governing documents of the Association.
- e. The rules must be uniformly enforced under the same or similar circumstances against all unit owners. Any rule that is not so uniformly enforced may not be enforced against any unit owner.
- f. The rules may be enforced by the assessment of a fine only if: (a) the person alleged to violate the rule has received notice of the alleged violation and has been given the opportunity to request a hearing on the alleged violation and; (b) at least thirty (30) days before the alleged violation, the person alleged to have violated the rule was given written notice of the rule or any amendment to the rule.
- g. The Board shall require the violator to: (1) acquaint himself or herself with the Rules, CC&R's and other governing documents of the Association; (2) refrain from further violation thereof; and (3) apologize and/or make reparation to the complainant if appropriate.
- h. Assessment penalties properly levied must be paid within thirty (3) days of assessment and when not paid, may result in a lien being placed against the property.
- i. Alternatively or cumulatively, the Board may prosecute all legal remedies it has to enjoin the violator's wrongful conduct and to obtain damages caused by such wrongful conduct including attorney fees and court costs.

- j. If the violator is a member of the Board, a hearing panel of the hearing committee shall determine the appropriate penalty in accordance with the foregoing provisions.

Compliance with the standards of the property is important to everyone to insure a quality living environment. Please be reminded that all complaints of whatever nature shall be made in writing to your Board:

**Lakeridge Villas Association  
C/O EBMC  
5011 Meadowood Mall Way, Ste. 200  
Reno, Nevada 89502**

**IN CASE OF EMERGENCY CALL  
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