

City View Executive Homes Association

Rules and Regulations

Revised 5/1/2024

Living in a common-interest, or condominium, community requires a higher degree of conformity, cooperation and consideration for other homeowners and residents, as opposed to living in a neighborhood of single-family homes or one which does not have governing documents.

The following rules and regulations are supplements to and based on City View Executive Homes Association Declaration, or Covenant, Conditions, and Restrictions (CC&R's), City Views Bylaws and Nevada Revised Statutes, Chapter 116 (NRS 116). These rules and regulations do not supersede the other governing documents, including the CC&R's. In the event of a conflict, the CC&Rs shall control.

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SECTION 1: GENERAL

- 1.1 DEFINITIONS AND DESCRIPTIONS** Additional capitalized terms shall have the same meaning as those in the CC&R's. The following have been excerpted from the CC&R's and Bylaws, and NRS 116, but are not intended to change, and do not change, the definitions contained in the CC&R's.
- 1.2 ASSOCIATION:** Shall mean City View Executive Homes Community Association, a Nevada nonprofit corporation, organized under NRS Chapter 82 as the association of Owners pursuant to the Act.
- 1.3 RESIDENCE:** Shall mean a single-family dwelling and related Improvements located upon a Lot.
- 1.4 LOT:** Shall mean the Real Property within the Property, excluding the Common Elements, shown on the Final Map as individual numbered separate legal parcels, and including any Residence and any other Improvements erected, constructed, or located thereon. The boundaries of each Lot created by the this Declaration are the lot lines depicted on the Final Map.
- 1.5 ASSOCIATION PROPERTY:** Means all the real property owned from time to time, in fee title by the Association.
- 1.6 BOARD OF DIRECTORS OR BOARD:** Shall mean the board of directors of the Association.
- 1.7 COMMERCIAL VEHICLE:** Shall mean any dump truck, cement mixer truck, delivery truck, oil or gas truck or any other vehicle that meets at least two (2) of the following:
- (a) Such vehicle is designed, maintained or used primarily for the transportation or property or passengers in furtherance of any commercial purpose. For purposes of this Section, "commercial purpose" shall mean any task in furtherance of a business enterprise that is required to hold a business licenses issued by pertinent government authorities;
 - (b) Such vehicle weighs over Eight Thousands Five Hundred (8,500) pounds gross when unloaded;
 - (c) Such vehicle bears commercial insignia, names or other common indicating that the vehicle is used for commercial purposes; or
 - (d) Such vehicle is larger than a nineteen foot (19') foot van or three-quarter (3/4) ton pickup truck.
 - (e) As new vehicle types are produced, the Board shall have the authority to identify new vehicles as Commercial or Recreational Vehicles and the definition of such vehicles shall be expanded.
- 1.8 COMMON ELEMENTS:** shall have the meaning ascribed to such term in NRS 116.017 and
Includes Parcel B-1 and Common Elements "A" and "B", the private sewer system and storm drainage system, as shown on the Final Map, a monument sign and lighting, and recreational amenities including a multi-purpose sports court, shade structure with picnic table and grill; walking/jogging path; water features; and a tot lot.
- 1.9 DESIGN REVIEW COMMITTEE:** Shall mean the committee that is appointed or that may be appointed to review written requests from Owners pertaining to additions, alterations, or Improvements that Owner wishes to construct in the Property.

- 1.10 IMPROVEMENTS:** Shall mean as applicable (i) all buildings and structures and appurtenances thereto of every type and kind, including without limitation, Residences and other buildings, outbuildings, walkways, trails, utility installations, swimming pools and other recreational facilities, garages, roads, sidewalks, walkways, driveways, parking areas, fences, screening walls, block walls, retaining walls, awnings, patio and balcony covers, stairs, decks, balconies, trellises, landscaping, irrigation systems, hedges, slopes windbreaks, the exterior surfaces of any visible structure, paintings, planted trees and shrubs, antennae, poles, signs, solar or wind powered energy systems or equipment, and water softener, heater or air conditioning and heating fixtures or equipment; (ii) the grading, excavation, filling or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern or change of stream bed; landscaping, planting, clearing or removing of trees, shrubs, grass or plants; and (iii) change or alteration of any previously installed Improvement including any change of exterior appearance color or texture. None of the foregoing shall expressly or impliedly authorize the construction of any of the specified types of Improvements in the Community or constitute an express or implied representation that such Improvements shall exist or be constructed.
- 1.11 NOTICE AND HEARING:** Shall mean written notice and hearing before the Board, at which the Owner concerned shall have an opportunity to be heard in person or by counsel at Owner's expense, in the manner provided in the Act.
- 1.12 RECREATIONAL VEHICLE:** Shall mean any motorized scooter, camper unit, house car, motor home, motor coach, trailer, trailer coach or camp trailer, watercraft, jet ski, canoe, kayak, or boat, four-wheel, animal trailer, toy hauler, all-terrain vehicle, dune buggy, or aircraft, or any other vehicle that is ordinarily used for purposes other than ordinary commuting. As new vehicles as Recreational Vehicles and the definition of such vehicles shall be expanded.
- 1.13 STREET, PRIVATE:** Shall mean the streets located within the Property which the Association is obligated to maintain because such streets were not accepted for dedication to the applicable County or City. Such private streets may be designated on a Final Map or in this Declaration. The Private Street is Tecumseh Way.

SECTION 2: PETS

2.1 PERMITTED PETS

2.1.1 Only domestic animals that are kept as household pets and are not kept, bread, or raised for commercial purposes are permitted to be maintained within the Lots.

2.2 CONTROL OF PETS

2.2.1 No pet shall be permitted in any Common Area unless secured to its owner by a leash or otherwise restrained.

2.2.2 No pet shall be allowed in any Common Areas, even if leashed or otherwise restrained, if such pet's behavior is creating a nuisance or is dangerous to any person in the community.

2.2.3 If, after notice a pet owner (or the owner of the Unit) fails to cause the offending behavior to cease, the Board may, in its sole discretion, fine the owner or assess the Unit in which the pet resides or order the owner to remove the pet from the community.

2.3 LIABILITY FOR DAMAGE

2.3.1 The Owner of a Unit where the pet resides shall be liable for all damage to any building, Common Area, landscaping, improvement, or other property brought about by the activity of such pet.

2.4 CLEANING UP AFTER PETS: PET OWNER RESPONSIBILITIES

2.4.1 The resident of the home where the pet resides has the responsibility to clean up all waste immediately after the pet defecates, including in exclusive-use areas such as balconies, backyards, and patios. Pet fecal matter can cause health problems and damage to vegetation.

2.4.2 Owners who do not clean up immediately after their pets will be fined for each witnessed and reported violation of this policy; as such violation may constitute a threat to health, safety, or welfare.

SECTION 3: STREET AND PARKING AREAS

3.1 STREET USE AND RESTRICTIONS

- 3.1.1** All of the streets within City View are private streets subject to the control of the Association. NRS 116.350
- 3.1.2** The speed limit on all streets is **10 miles per hour.**
- 3.1.3** Unregistered or uninsured vehicles are prohibited with the exception of service vehicles.
- 3.1.4** No motor vehicle of any type or kind, inclusive of motorized bicycles, go-carts or mopeds not equipped with appropriate muffling device shall operate in City View.
- 3.1.5** The movement and operation of vehicles is limited to the paved streets and the respective parking areas in City View. No vehicles shall encroach on any portion of the landscaped areas or sidewalks, except service or utility vehicles, or allowed by special permission from the Board.
- 3.1.6** Fire lanes must be kept clear at all times. Cars parked in, intruding into, blocking or encroaching on fire lanes may be immediately towed at the owner's expense.
- 3.1.8** Bicycles, skates, skateboards, scooters, wagons, and similar self-propelled or motorized recreational equipment are permitted on streets only to exit City View directly from home or to return directly home upon entering City View. All recreational equipment must be stored in homes or garages and not in common areas or limited common areas.

3.2 RESIDENT (HOMEOWNER/TENANT) AND GUEST PARKING

- 3.2.1** Each Lot and Residence has three (3) parking spaces: two in the tandem garage and one on the Lot driveway. Three numbered parking tags will be provided for each unit/address for parking by residents and/or guests- which will include one (1) Resident pass for your driveway and two (2) guest passes for guests. All vehicles parked in City View must display a parking permit. The permit and number must be visible from the front of vehicle at all times when parked within the community. The permit number must correspond to the residence address of the vehicle owner or, if the vehicle belongs to a guest, the party responsible for the guest. **ALL VEHICLES MUST BE REGISTERED WITH THE ASSOCIATION THAT ARE ASSOCIATED TO THE UNIT.**
- 3.2.2** All residents are expected to park their vehicles in their garages, but at no time shall there be more than one vehicle per unit/address, parked in a driveway. Any additional vehicles that cannot be parked in the tandem garage or in the driveway must be parked off City View property.
- 3.2.3** Parking in one specific, marked parking space is limited to 72 consecutive hours. The nominal movement of a vehicle will not constitute compliance.
- 3.2.4** All four wheels of any vehicle parked in City View must be completely and clearly within the marked parking space. A vehicle parked in a driveway must be parked head-in- or backed-in (perpendicular to the garage door), and the driveway must be long enough- as measured from the garage door to the end of the concrete driveway- to fully accommodate the vehicle. Tires shall not encroach into a gutter or fire lane or onto landscaping. No portion of any parked vehicle shall overhang or protrude into a fire lane or block the flow of traffic on any street.

- 3.2.5** No trailers (i.e., travel, boat, horse, or utility), campers, motor homes (recreational vehicles or RV's) are not to be parked on any street, in any driveway or in any marked parking space in City View. Storage within garages is allowed. EXCEPTION: For purposes of trip preparation, loading, or unloading, or cleaning upon return, any travel trailer, camper or motor home/RV may be parked in a unit driveway for up to forty-eight (48) hours within any thirty (30) day period.
- 3.2.6** Vehicles, including but not limited to, cars, SUV's, pick-up trucks, and trailers, containing unsightly items such as, but not limited to, materials that are, or appear to be, furniture, appliances, miscellaneous parts/supplies, debris, damaged or discarded items or materials from construction, repair work, hauling or removal work must not be parked on any common area or limited common area in City View. Vehicles displaying parking permits are not exempt from this prohibition.
- 3.2.7** No vehicle or equipment maintenance or repair is permitted in any parking area, driveway, garage apron, or on any street within City View. Any damage caused to concrete or asphalt, or any common area or limited common area, as a result of an oil leak, gas spill or any other cause due to vehicle or equipment maintenance or repair activity will be repaired by the Association, at the cost of the vehicle or owner, or the party responsible for the vehicle owner or vehicle.
- 3.2.8** Garage doors must be kept closed at all times except for exit, entry, loading and unloading vehicles and maintenance of the building; or when the resident is present.
- 3.2.9** Except for vehicles parked within an owner's garage, no inoperable vehicle shall remain on or within any street, parking area, common area or limited common area in City View at any time.
- 3.2.10** Damage to limited common areas or common areas, including, but not restricted to, streets, curbs, gutters, lawns or landscaped areas, caused by vehicles shall be repaired by the Association at the expense of the vehicle owner or the party responsible for the vehicle owner and/or vehicle that caused the damage.

3.3 VIOLATIONS OF STREET USE AND PARKING RULES

- 3.3.1** Vehicles in violation of street use restriction and parking on the common area are subject to being towed at the vehicle owner's expense. Fines may also be imposed on the vehicle owner or, if the vehicle belongs to a guest, on the party responsible for the guest.
- 3.3.2** The Association, an authorized agent of the Association or a tow operator with which the Association has contracted for tow services, may cause to be towed any vehicle parked on the City View grounds in violation of any of the street use restrictions or parking rules in Section 3 by affixing, or posting in a conspicuous place on the vehicle a tow notice, or warning at least 48 hours before the vehicle may be towed. The tow notice will indicate the date and time after which the vehicle may be towed. NRS 116.3102, 1(s); SB 212 effective July 1, 2019, which amended NRS 706.4477(2) and may include an identification of fees for towing.
- 3.3.3** The owner of a towed vehicle should contact Sparks Police Department or the contracted tow service provider for information related to their towed vehicle. All costs incurred for towing, storage and/or disposal, will be borne by the owner of the vehicle or, if the vehicle belongs to a guest, by the party responsible for the guest. NRS 116.3102.1(s) and NRS 487.038.2(a)(b)(c) and NRS 487.038.5.
- 3.3.4** Exception to 48-hour tow notice: A vehicle may be towed immediately if the vehicle:

- (1) Is blocking a fire lane; or
- (2) Poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of homeowners, residents and guests of City view.
- (3) Had a previously affixed tow notice for the same vehicle, with the same or similar violation within City View regardless of whether the vehicle was subsequently towed. SB 212, effective July 1, 2019, which amended NRS 706.4477 section 2(a)(2)(I).

3.4 APPLICABILITY

The foregoing shall apply to all persons and vehicles when upon the property of the Association.

SECTION 4: SIGNS

4.1 SIGNS

- 4.1.1** No signs or flyer holder on the exterior of the buildings, fences, or common areas are allowed, with the exception of Association information.
- 4.1.2** Signs advertising Units for sale are limited to one sign on the Lot or Residence. Rental units must be marketed in print and online. No for lease signs are permitted.
- 4.1.3** Political signs shall be allowed in accordance with NRS 116.325

SECTION 5: OWNER & TENANT RESPONSIBILITY

5. OWNER AND TENANT RESPONSIBILITY

- 5.1.1** It is the Unit owner's responsibility to provide a copy of all the governing documents including these Rules and Regulations to all tenants, guests, and persons inhabiting their Unit, hereinafter referred to as "occupant". It is the responsibility of the Owner's to ensure that occupants comply with these Rules and Regulations and other governing documents. In the event an occupant violates any of the governing documents, the owner will be responsible for such violations.
- 5.1.2** Any lease or rental agreement for a Unit shall be in writing and state the Tenant shall abide by and be subject to all provisions of the Association's CC&R's, Articles, Bylaws and these Rules and Regulations, copies of which shall be furnished to the renter or lessee by the Unit's owner.
- 5.1.3** Any lease or rental agreement must specify that failure to abide by such provisions shall be default under the lease or rental agreement.
- 5.1.4** No Owner shall rent or lease his or her Unit for transient or hotel purposes or for any period less an thirty (30) days. No Unit shall be divided in to two or more septate apartments or subdivision in any manner.
- 5.1.5** Each owner shall notify the Association Management Company of the tenants names and other pertinent information.
- 5.1.6** The Owners 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 the cost of repairs or replacement and labor for actual cleaning and/or repair of facilities and any other expenses including additional community management changes, attorney fees and costs that may be incurred.

SECTION 6: BUILDINGS AND GROUNDS

6.1 OCCUPANCY

- 6.1.1** Occupancy use is limited solely for residential purposes and no commercial activity or business of any kind shall be conducted from within the residence, including all Common Areas and Common Facilities.
- 6.1.2** Residential occupancy under lease or rental agreement shall not constitute membership in the Association but does bind occupant to comply with the governing documents of the City View Executive Homes Association.
- 6.1.3** No sub-tenancy of any kind shall be allowed or permitted. A tenant or lessee cannot sublet a room at the residence to another party. All occupants, in renting must be tenants of the owner so control over the governing documents may be maintained.
- 6.1.4** No Owner and/or occupant shall interfere with the enjoyment, comfort, rights, or convenience of any other owner and/or occupant, nor annoy any owner and/or occupant by loud or unreasonable noise or by any nuisance.
- 6.1.5** No overnight, temporary, or permanent occupancy within any motor home, recreational vehicle, camper, or trailer shall be permitted on any portion of the Association.
- 6.1.6** No garage, shed, tent, trailer or temporary structure of any kind shall be permitted for any purpose except for use related to construction and/or repairs. Advance, written Board approval is required for this purpose.

6.2 BUILDING EXTERIORS

- 6.2.1** City View Executive Homes Association has sole responsibility and authority for all exterior building maintenance such as but not limited to repair work to the roof, siding, trim and painting exterior surfaces.
- 6.2.2** The cost of repairs or maintenance necessitated by intentional, negligent, or careless acts of Owner and/or occupant, or guest shall be borne entirely by said Owner. Any expense will be assessed against the Owner and the Unit. If the Assessment remains unpaid for sixty (60) days, a notice of lien shall be recorded against the Unit in question.
- 6.2.3** All Owner repair and maintenance work requests to be accomplished by the Association must be submitted by the Unit Owner to the Community Manager on a work order. Work order forms may be obtained from the Community Manager. Upon review and approval by the Board, the work order will be scheduled. All emergency items will be taken care of as soon as reasonably possible.

6.3 MODIFICATION OF BUILDING EXTERIORS AND GROUNDS

- 6.3.1** No alteration, structural improvement, modification, addition or change in the exterior design or finish of any building or any Common Area shall be undertaken by an Owner and/or occupant without express written approval of the Board. The Owner is responsible for repair and/or replacement if all windows, screens, and doors.
- 6.3.2** Any unauthorized changes or alterations must be restored to the original condition, common scheme, or design at the direction of the Board and at the expense of the Homeowner.
- 6.3.3** Because City View Executive Homes is a common walled and roofed community no Owner shall take any action or permit any action to be taken that will impair the structural integrity or safety of the interior Unit unless approved by the Board. The Board will require licensed contractors to perform the work in accordance with Sparks Municipal Building Code.
- 6.3.4** Seasonal lighting and decorations are acceptable during the month of the Holiday. All December decorations must be removed by the 15th of January. Other seasonal holiday decorations are acceptable during the month of the holiday and must be removed one week after the Holiday.
- 6.3.5** No material modifications, alterations, or relocations to already approved plans and architectural requests will be allowed unless approved by the Board.
- 6.3.6** No solar devices or panels of any kind shall be allowed without prior written approval by the Board. No outdoor shades, awnings, skylights, ventilators, fans or air conditioning devices shall be installed on or about the outside of a Unit without prior written approval by the Board.
- 6.3.7** All windows must be hung with drapes, curtains, blinds, or shutters. No other types of window coverings, such as paper, aluminum foil, sheets, etc., can be used.
- 6.3.8** No erected fence or wall may be removed, extended, altered or no new fence built by an occupant without prior written approval of the Board.
- 6.3.8** Review and approval by the Board of the proposal shall in no way be deemed to constitute satisfaction of, or compliance with, any building permit process or any other governmental requirements, the responsibility for which shall lie solely with the respective owner and must be obtained prior to work commencing.

SECTION 7: ASSOCIATION FACILITIES

7.1 GOVERNING THE USE OF ASSOCIATION FACILITIES

- 7.1.1** Anyone using the Association Facilities does so at his or her own risk. Association Facilities shall consist of approximately 26 acres of open space, a multi-purpose sports court, a playground, picnic area, water feature and walking/jogging path.
- 7.1.2** Litter removal and the repairs of any damage caused or created by any occupant or guest will be the sole responsibility and expense of the parties involved or the Unit owner.
- 7.1.3** No pets of any kind shall be permitted in or about any Association Facility, unless required to assist an owner, occupant, or guest with a disability.
- 7.1.4** Resident owners and occupants shall have priority over any guest in the use of any Association Facility, at all times.
- 7.1.5** A City View resident must accompany his/her guest(s), at all times.
- 7.1.6** Every Unit is limited to a total of four (4) guests at any Association Facility. The Board may make exceptions under special circumstances upon written request.
- 7.1.7** Children under sixteen (16) years of age may not use any Associations Facility unless accompanied by an adult Parkwood guest or resident.
- 7.1.8** Loud radios, portable television sets, excessive shouting, rowdy behavior and dangerous horseplay shall not be allowed at any Association Facility. Violators will be admonished to correct their behavior and failure to do so may cause the Board to assess a penalty or revoke privileges of using Association Facilities.
- 7.1.9** Smoking is prohibited in or around Association Facilities.
- 7.1.10** Any violations of the provisions of this Section 7 may result in the assessment of a fine by the Board against the owner and/or occupant in the amount of \$25 up to a maximum of \$100, per occurrence, for each violation or revocation of privileges as to the Association Facilities.

7.2 SPORT COURT RULES AND REGULATIONS

- 7.2.1** A City View owner or occupant must accompany all guests using the sport court.
- 7.2.2** All players and spectators shall exercise common courtesy.
- 7.2.3** Sport court is open every day, weather permitting, from 8:00AM-Sundown.
- 7.2.4** No food or drink shall be permitted on the sport courts (exception: water in plastic or non-breakable containers).
- 7.2.5** All persons playing on the sports court must wear a shirt and non-marking tennis shoes.
- 7.2.6** Playing time for any activity is limited to one (1) hour if others are waiting to play, first come, first served. Those waiting to play shall wait off the sports court.
- 7.2.7** Skateboards, roller skates, bicycles, etc., are not permitted in the sport court area at any time. Violators are subject to section 7.1.10 of the Rules and Regulations.
- 7.2.8** Players under the age of sixteen (16) must be accompanied by an adult.

SECTION 8: SOLAR ENERGY SYSTEM

- 8.1** The Board recognized the potential benefits of using renewable energy sources, including solar, and that Association members (Owners) may wish to make improvements to their Units by installing solar energy systems. The Rules and Regulations set forth in Section 9 shall provide the process and procedures for Board approval for installing solar energy systems while protecting the interests of the Association, and ensuring Owners will maintain, repair and, if or when needed, replace or remove their solar energy systems.
- 8.2** Owners, who install solar systems, shall be responsible for costs of maintaining, repairing or replacing roof surfaces or structures, other Unit surfaces or structures, or building surfaces or structures that are damaged, or which useful lives are compromised, by the installation, operation, maintenance, repair, replacement, removal or movement of their solar energy systems.
- 8.3** Although Units' roofs are expected to be unavoidably impacted by installed solar systems, those roofs will also require normal, periodic maintenance, repair, and replacement by the Association. Therefore, whenever the Board deems such work necessary, Owners shall, at their own expense, move or remove, and reinstall their systems, panels and/or cables, cords, or pipes (conduit pipes or any other piping) as determined by the Board to accommodate and facilitate the Association's roof work. Any additional work or expense incurred by the Association that is related to the installation ongoing presence or effects of an installed solar system will be assessed to the respective Owner.
- 8.4** These Rules and Regulations shall be binding upon all Owners, and their grantees, lessees, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess an interest in a Unit with a solar energy system.
- 8.5** This Section 9 supersedes any previously adopted guidelines or Rules regarding solar energy systems, and additions or changes in policy terms, including but not limited to conditions, restrictions and responsibilities, may expand or supersede respective prior terms and will be binding upon all Owners and their grantees, lessees, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess an interest in a Unit with a solar energy system. Any Owner with a solar energy system shall be required to execute an acknowledgement in a form approved by the Association.

8.6 General Requirements for Installing a Solar Energy System (System)

8.6.1 Application Information; System, Panels, and Installation; Prohibitions, Utilities

- 8.6.1.1 Application Information:** Systems may be installed by an Owner only after; (1) A written application has been submitted to the Board that identifies the brand/manufacturer, model, size, panel type, number of panels, wattage or power output, efficiency rating, location/placement, color, weight, fire rating, and hurricane rating; (2) Information has been submitted to the Board about alternative Systems that the Owner investigated, reviewed and considered as a viable alternative before submission of the written application; (3) Name and business affiliation of the qualified, licensed solar-system contractor and information about the contractor's insurance, bonding and licenses have been submitted to the

Board; (4) The board has met with the roofing contractor providing the warranty for the Unit's roof, the roofing company has inspected the roof and discussed installation with the System installer, and no issues are expected with installation or compliance with the terms of this Section 9; and (5) Written approval from the Board is received. If the Owner fails to comply with any requirement, the Board has questions about the information submitted or the Board has questions or concerns with the identified licensed contractor or information about alternative types of Systems that the Owner investigated and reviewed before submission, the Board may place a hold on, or disapprove, the application and require answers, clarification or more information before reconsideration of the application. If there is information that the Board deems unclear or ambiguous, or information is incomplete, a blueprint or schematic and /or more detailed specifications of the System, panels, or installation may be required to proceed with the review process.

8.6.2 System Installation. The Board shall consider the following criteria in determining whether to approve the proposed System. No criteria in determining whether to approve the proposed System. No criteria will be applied that decreases the efficiency or performance of the System by more than ten percent (10%) of the amount that was originally specified for the System, as determined by the Director of the Office of Energy.

- a. The System should be aesthetically pleasing, as determined by the Board.
- b. The System should be as consistent as reasonably possible in appearance with Systems, if any, on other Unit's roofs and in harmony with its surrounds as determined by the Board.
- c. Unless otherwise indicated, only one (1) system may be installed on the roof over a Unit.
- d. The system should preserve curb appeal and aesthetic consistency as determined by the Board.
- e. The System must be attached to or mounted onto the roof to reasonably minimize roof and other structural damage and interference with ongoing or future maintenance, repairs, and replacement of the roof. The installed System must seamlessly blend in with the Unit roofline, maintain architectural and structural integrity of the roof, and have an appearance similar to the roof and other materials as determined by the Board and may be allowed by Nevada law. The System should be placed flat upon, or parallel to the roof of the Unit. No vertical or angled or slanted solar panels, with respect to the roof, may be installed. In all instances the distance between roof tiles and the System should be as minimal as possible. Low profile, slim-style monochromatic or monocrystalline solar panel systems may be considered according to Board discretion. Except as required by Nevada law. The System, panels and framing shall not be cantilevered or tilted with respect to the roof or its surface or be an orientation-adjusting System unless required by Nevada law.
- f. System- related cables, cords, or pipes shall be routed through the Unit's roof and non-exterior spaces to reach termination or connecting points. If a termination or connecting point is in or on an exterior element, then the applicable cable, cord, or pipe may be routed accordingly. If the installer finds that such routing is not

practical or is not possible without substantial added cost, then the installer must consult with the Board and gain approval for routing on the roof and other exterior surface(s) to reach termination or connecting points. Should such routing be necessary and approved, then the Unit's Owner shall: (1) make reasonable efforts, as determined by the Board, to conceal the cables, cord, or pipes from view of neighboring units, streets and Common Area; and/or (2) paint the cables, cords, or pipes to match the color of the surface(s) on which they are routed. All cables, cords, and pipes must be properly attached to the underlying surface structure and must follow the contour of the building in a manner that completely prevents the slack and is straight, neat and orderly as possible as determined by the Board.

- g. Systems should be comprised of photovoltaic panels, photovoltaic modules or photovoltaic cells for converting solar energy into electricity. Should a need arise for an alternative photovoltaic system, but substantially comparable photovoltaic systems are not available, then other types or panels, modules, cells, or technologies may be considered by the Board.
- h. A solar thermal collector system shall not constitute a System and, except as may be required by Nevada law, shall not be installed.
- i. The System shall be installed only on the Unit's roof surface and shall not be installed in or on any Common Area or Limited Common Area, including but not limited to the ground in the front yard, backyard, or side yard. System-related cables, cords, or pipes must be routed according to provisions of subsection f above.
- j. Building-Applied (BAPV) and Building-Integrated (BIPV) panels—panels attached directly onto building exteriors or incorporated into the Unit's "envelope" (roofs, walls, facades, doors, windows, fences, and other structures), respectively—i.e., panels that are not fastened on or in frames that are then mounted or bolted onto Unit roofs—may not be installed in or on any part of the Unit or its exteriors, including garages, or other buildings or structures.
- k. Installation of any System must be in compliance with all rules and regulations and governing documents. Common Area may be used for access when installing the System only as may be required. Any repairs of damage to Common Area, Limited Common Area, the Unit's roof or Unit exteriors surfaces or structures resulting from installation or maintenance of a System will be assessed to the Owner.

The System installer shall agree to work inclusively with the Association's roofing contractor in the installation process. Working inclusively includes, but is not limited to, meeting prior to installation activity; review and verification of proper installation methods, work practices and installation quality; giving prior notice to the roofer when installation is complete. Working inclusively may also include the roofers direct involvement in the installation process and the roofer's inspection and approval of the finished work if determined by the Board. Any issues, damages or other identified matters shall be the sole responsibility of the current or future Owner to address and resolve with the System installer at his, her or their expense, including but not limited to all damages and/or repairs or other changes required and associated with the installation or presence of the System on the roof.

- m. Prior to installation or reinstallation, any scheduled roof repairs, maintenance or replacement may be taken into consideration by the Board, and installation or reinstallation of the System, panels or cables, cords or pipes may be delayed until the scheduled work is completed and provisions of subsection l above have been met. The installation or reinstallation approval process will then proceed, and the Board will specifically designate when the installation or reinstallation may be scheduled.
- n. Owner is responsible for all direct and indirect costs relating to or arising in any way from, the System, System installation and subsequent issues including, but not limited to, ancillary costs including but not limited to roof inspection fee; roof preparation; any required city, county or state permit fees; and any costs or fees required by the utility provider.

8.6.3 Prohibitions related to Systems and installation locations:

- a. Except for the roof and other exterior surface of the Unit, no portion of the System may be located in or on Common Area, including Limited Common Area, or any other Association Property or area under Association responsibility to maintain, repair or replace unless approved by the Board.
- b. No System that may be or may become a safety hazard may be installed.
- c. No System may be installed that services more than one Unit.
- d. Wind energy systems may not be installed.

8.7 Maintenance Requirements. Owners of Units with Systems are responsible for all maintenance, repair and replacement of their Systems, panels, cables, cords or pipes and resulting or associated costs related to the System or placement on or through the Unit's roof and non-exterior spaces including, but not limited to, the following:

1. Install (or reinstall), repair, maintain, and move or remove the System, panels, cables, cords or pipes except no access to the roof shall be allowed without prior written approval and all work and access to the roof must be by a licensed and insured contractor;
2. Repair damage to any property, including but not limited to the roof or Unit surface or structure, caused by the installation, existence, maintenance or use of the System, panels, cables, cords or pipes;
3. Replace the System or panels if their exterior surface(s) deteriorates;
4. Be solely responsible for all damages of whatsoever nature incurred as a result of the operation, repair, maintenance, removal or movement of the System, panels, cables or pipes;
5. Be responsible for indemnifying the Association to the fullest extent necessary in the event any roof warranty is voided in part or in whole;
6. Be responsible for any expenses associated with removal and/or reinstallation of the System, panels or cables, cords or pipes in the event any repairs or replacements

of, or access to, the roof is needed as determined by the Board; and

7. Remove the System if it becomes inoperable or is no longer used.

8. Be responsible for any other damage to Unit exteriors or structures, and building exteriors or structures, caused by or related to the installation, existence, maintenance, use or removal of the System, panels or cables, cords or pipes.

8.8 No Disrepair or Safety Hazard. Owners shall not permit their System, panels or cables, cords or pipes to fall into disrepair or become a safety hazard as determined by the Board. Owners shall be responsible for the maintenance, repair, replacement, and the prompt correction of any related problems or safety hazards within a reasonable time as determined by the Board. If the Owners fail to comply, the Association may remove the System, panels and cables, cords and pipes and assess the costs to the applicable Owner(s). The Association shall limit access to the roof on which a System is installed.

8.9 Repair or Removal of Detached System. If a System becomes fully or partially detached, the Unit Owner(s) shall ensure a licensed and insured contractor repairs or removes such System within seventy-two (72) hours, or within a reasonable time, of the detachment as determined by the Board. If the Owners fail to comply, the Association may remove the System, panels and cables, cords and pipes and assess the costs to the Owner. The Owner(s) is responsible for all costs related to the repair or removal of the System and all costs related to the repair or replacement of areas of roofing and other structure(s) directly or indirectly impacted by the installation, repair or removal of the System.

8.10 Safety Requirements.

1. Compliance Standards. Systems shall be installed and secured in a manner that

complies with all applicable city and county ordinances, state laws and other governmental regulations, manufacturer's instructions and any applicable provisions of the Association's governing documents or that the Board may impose to protect the interests of the Association. Owners shall, prior to installation or as soon thereafter as reasonably possible, provide the Association with a copy of all applicable governmental permits that are required for installation and/or maintenance of a System.

2. Professional Installation. Only professional installers with current an applicable

State of Nevada contractor's licenses and insurance shall install Systems. Licensed roofing contractors may be involved in installation and subsequent matters related to the installed System and roof.

3. Accessing the Roof. No individual shall access the roof except for a

licensed and insured contractor for the purpose of installation, maintenance, repair or removal of the System, panels or cables, cords or pipes and only upon prior notice and Board approval. Fourteen (14) days prior notice must be provided of any proposed access; notice shall include the name of the licensed contractor, copy of the certificate of insurance, date(s) of such access and reason or purpose. Written approval shall be provided by the Board or an Association agent and designate the day(s) and date(s) roof access is permitted.

8.11 System Removal and Unit/Roof Restoration.

8.11.1 Restoration by Owner. If an Owner's System, panels or cables, cords or pipes are removed for any reason, other than temporarily for timely repair(s) or roof work, then the Owner must restore the Unit and the roof at the Owner's expense and to the conditions that existed prior to the installation of the System.

8.11.2 Timeline for Unit and Roof Restoration. The restoration of the Unit and roof must be completed within thirty (30) days, or within a reasonable time as determined by the Board, of the removal of the System, panels or cables, cords or pipes; or, if applicable, prior to closing of escrow if transfer of ownership and/or financing is involved.

8.12 Application Procedure/Prior Approval.

8.12.1 Prior Application. Any Owner desiring to install a System upon their Unit must submit prior written application to the Board in care of the Association's community manager. The prior application for approval of the System should be made by the Owner and received by the Board at least ninety (90) days prior to the anticipated date of installation. The application must include specific details as described in 16.6.1 and regarding the intended placement of the System, together with a plot plan of Unit drawn to scale showing the proposed System and any and all related equipment and wiring in relation to the existing structures, all easements, set back requirements, and Unit lines and boundaries. The application must name the individual(s) and contracting company that will be installing the System and provide copies of all licenses and declaration insurance pages. The ninety (90) days timeline may be extended by the Board at its discretion to allow adequate time and opportunity to review the proposal, ask questions and/or obtain more information.

8.12.2 Prior Approval. Prior to scheduling the installation of a System, in addition to the installer's required meeting with the roofing company providing the warranty on the Unit's roof, the Owner must first obtain the prior written consent of the Board. The decision whether to allow a System to be installed upon a Unit shall be at the sole discretion of the Board subject to the terms of this Policy. The Owner shall hold the Board harmless and without liability should its review and approval process require an extension of the ninety (90)-day lead time cause the Owner to incur added costs, expense, fees, penalties or forfeiture of prior deposits against purchase(s) of equipment or accessories, or installation.

8.13 Enforcement.

8.13.1 Fines, Costs, Attorney's Fees. In addition to any provisions in Section 9 of these Rules and Regulations, if any of these Rules in Section 16 are violated, the Board of Directors may, after providing notice and an opportunity to be heard, assess a fine of up to \$100.00 for each violation. If the violation is not corrected within a reasonable length of time, as established by the Board, a fine of up to \$100.00 per week for each week that the violation continues may be assessed. In addition to all applicable fines, the Owner shall be responsible for paying the Association's reasonable attorney's fees, costs, and other expenses incurred in the enforcement of these Rules. All assessments for violation charges, costs and attorney's fee are immediately due upon notice given and if not paid within thirty (30) days, a Notice of Delinquent Assessment Lien may be recorded as provided within the Collection Policy. In addition, the Association may bring an action for declaratory relief or commence any other action allowed by Nevada law.

8.13.2 Safety Hazards. If the Solar Energy System installation or maintenance issues pose or result in a serious or immediate safety hazard as determined by the Board, the Association may seek injunctive relief to prohibit installation, seek removal of the System, and/or enforce applicable provisions of the Association's governing documents.

8.13.3 Non-Exclusive Remedies. The remedies set forth in this Section 9.13 are not the Board's exclusive remedies for violations of these Rules, but rather are in addition to any other remedies available to the Board as provided by law or the Governing Documents.

8.14 Indemnification. Any Owner with a System, whether installed by that Owner or a predecessor, is solely liable and responsible for compliance with terms of this Section 16 and future terms of any revised Section 16 and any damages, either personal or property, incurred by the Association, its members, occupants, agents, successors, assignees, community manager, employees or any other person claiming damage as a result of the System.

8.15 Severability. If any portion of these Rules is ruled invalid by a court, then the remaining provisions of these Rules shall remain in full force and effect.

SECTION 9: ENFORCEMENT POLICY, HEARINGS, FINES AND OTHER SANCTIONS

The policies and procedures in this section are used to enforce the Association's CC&R's, Rules and Regulations and other governing documents. As members of the Association, you are required to comply with the provisions in these documents. Compliance by your tenant(s) and guests, whether yours or your tenant(s), is also required and your ultimate responsibility.

Therefore, whether a homeowner, tenant, or guest violates a provision in City View's governing documents, the responsible party or parties may be subject to a fine, or fines, and/or other sanction(s) as provided in this and sections in this governing document.

City View's Board of Directors is the Association's executive Board and governing body and is authorized to enforce the Association's rules and regulations, hold hearings, impose fines and/or other sanctions and act on complaints as appropriate and provided for in this section.

Phase 1- Upon receipt of a written complaint and/or after a property inspection, the Association shall issue a written Violation Notice to the alleged violator with a directive to cure the violation within fourteen (14) days of Date of the Notice.

Phase 2- If the offending member does not correct or resolve the alleged infraction within the fourteen (14) days allowed by the original Notice, a second Notice will be sent specifying the details of the violation and directive to cure the violation with ten (10) days.

Hearing- If the offending member does not correct or resolve the alleged infraction within the 10 days as stated in the Phase 2 notice, Hearing Notice will be sent stating the amount of the fine, and the date, time and location for a hearing on the violation wherein the member may contest the alleged violation before the Violation Committee or Board of Directors.

Repeated Violations: Violations will remain on an Owner's record for a period of 12 months. Repeat violations of the same nature within a period of 12 months will resume the previous notification, resolution, and fine process.

At the hearing, the member may present evidence or make statements relating to the violation either in person or in writing. Evidence regarding the alleged violation will also be presented. The Violation Committee or Board of Directors may set a reasonable time limit for presentation and consideration of evidence concerning the alleged violation. If the Member fails to appear for the scheduled hearing, the Board may proceed in the member's absence and make determination on the facts presented.

Upon considering all evidence, the Violation Committee and/or Board of Directors may, by a majority vote, find that no violation exists or that the Member is in violation and proceed with the violation fine process. The Association may also pursue resolution of the violation through mediation, arbitration, or a civil action, and seek reimbursement of all legal and collection costs from the violating homeowner.

A Continuing Violation fine will be assessed if the violation is not corrected or resolved within fourteen (14) days. Continuing Violation Fines will be assessed every seven (7) days thereafter until the violation is corrected or resolved.

Nevada Revised Statutes 116.31031 states in part

“...If a fine imposed pursuant to subsection 1 and the violation is not cured within 14 days, or within any longer period that may be established by the executive board, the violation shall be deemed a continuing violation. Thereafter, the executive board may impose an additional fine for the violation for each 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...”

If the offending member wishes to appeal the fine, the member must submit a written request to the Association’s Board of Directors for an appeal hearing. The Board of Directors shall notify the offending member of the appeal hearing date and time.

GENERAL FINES

Violations of the Association’s Use Restrictions are as follows:

Initial Violation Fine	\$100.00
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A \$100.00 Continuing Violation Fine will be assessed every seven (7) days thereafter, without notice, until the Violation is corrected or resolved.

A Lien may be placed against the Members’ property after the 3rd Violation Fine or if the violation threatens the health, safety, or welfare of the residents of the Association.

COMMON AREA DESTRUCTION FINES

Any fine that requires maintenance intervention will be billed back to the homeowner for the time and material when applicable at a minimum labor charge of \$25.00.

Failure to clean up feces	\$100.00 per offense.
Defacing Common Area	\$100.00 plus reimbursement of costs to repair.
Damage to Common Area	\$100.00 per occurrence depending on the severity of the damage plus reimbursement of costs to repair damage.
Gates, Landscaping, or fences damaged	\$100.00 plus reimbursement of costs to repair or replace damaged items.

The Homeowner has 10 business days from date of notice to repair an item or make arrangements to repair with Management. If not repaired, Maintenance will remove, and repair as needed at the homeowner’s expense.

These Rules and Regulations and Violation Policy and Fine Schedule are adopted by the Board of Directors at the 5/1/2024 Board of Directors meeting.

BY: Ryan Dustin (Developer)