

Rules and Regulations of the Front Street Bungalows at Kiley Ranch Homeowner's Association

FRONT STREET BUNGALOWS AT KILEY RANCH IS A COMMUNITY OF 66 HOMES. EACH OF US, AS A HOMEOWNER, IS A MEMBER-OWNER OF OUR SELF-GOVERNING COMMUNITY. LIVING IN HARMONY REQUIRES MUTUAL RESPECT FOR ONE ANOTHER, A MATURE RESPECT FOR THE COMMON GROUNDS AND NEIGHBORHOOD WE ALL SHARE, AND THE RESOLVE TO ABIDE BY THE COVENANTS, CONDITIONS AND RESTRICTIONS WE ALL AGREED TO WHEN WE PURCHASED OUR HOMES WITHIN THE FRONT STREET BUNGALOWS.

THESE RULES AND REGULATIONS HAVE BEEN ADOPTED AND WILL BE ENFORCED BY THE BOARD TO PROMOTE THE SAFETY OF ALL RESIDENTS, TO PRESERVE AND ENHANCE PROPERTY VALUES, AND TO MAKE OUR COMMUNITY A MORE PLEASANT PLACE TO LIVE.

IF YOU HAVE ANY QUESTIONS REGARDING OUR RULES AND REGULATIONS, PLEASE CONTACT OUR MANAGEMENT COMPANY OR A BOARD MEMBER FOR AN EXPLANATION.

For the purposes of this document "the Association" shall be the Front Street Bungalows at Kiley Ranch Homeowner's Association, Inc. and "the Board" shall be the Front Street Bungalows at Kiley Ranch Homeowner's Association's Board of Directors and "the AC" shall be the Front Street Bungalows at Kiley Ranch Homeowner's Association's Architectural Committee.

The Board reserves the right to revise or add to the Rules and Regulations from time to time at its discretion.

FAILURE TO COMPLY WITH THESE RULES AND REGULATIONS MAY RESULT IN FINES OR SANCTIONS. (CC&R 5.1.2) ALL COMPLAINTS MADE TO, OR FILED WITH, THE MANAGEMENT COMPANY OF THE FRONT STREET BUNGALOWS AT KILEY RANCH HOMEOWNER'S ASSOCIATION MUST BE IN WRITING.

I. GENERAL

- 1. The Association is not responsible for loss or injury due to fire, theft, vandalism, accident, or acts of God. No action shall be permitted which would place the Association or Owners of these premises in violation of any law or ordinance of the County or State. Homeowners shall be responsible and liable for any damage to the community property or violation of its Rules and Regulations, by themselves, their guests, family, pets or vehicles. Homeowners do hereby release the Association from any responsibility for injuries or damages occurring**

upon or in any way connected with the common areas or nearby streets, and from claims for damages that may be caused from entering and taking possession of property by the Association under the governing documents.

2. Single Family Residences. Each lot shall be used as a residence for a single family and for no other purpose. An Owner may rent his Lot to a single family; provided, however, that any lease or rental agreement shall be in writing and must specify that failure to abide by the provisions of the CC&R's, Articles, Bylaws, and the Rules and Regulations shall be a default under the lease or rental agreement, and the initial term of each such lease shall not be less than thirty (30) days. Whether or not the written leases or rental agreement so provides, all tenants of Lots are subject to and are required to abide by the provisions of the CC&R's, the Bylaws, the Articles and the Rules and Regulations. No Owner shall rent or lease his Lot for transient or hotel purposes, nor shall any Lot be time-shared. (CC&R 3.1)
3. Parking and Vehicular Restrictions. No Owner shall park, store or keep within the Property any inoperable or commercial type vehicle (including, but not limited to, any dump truck, cement mixer truck, oil or gas truck or delivery truck) unless said inoperable or commercial vehicle can be stored in the garage of the Lot with the garage door closed. No Owner shall park, store or keep on his Lot any recreational vehicle (including, but not limited to, any camper unit, house/car or motor home); any bus, trailer, trailer coach, camp trailer, boat, aircraft or mobile home; or any other similar vehicle. The above excludes camper trucks and similar vehicles up to and including one (1) ton when used for everyday-type transportation, but subject, nevertheless, to approval by the Board. In addition, no Owner shall park, store, or keep anywhere within the Property any vehicle or vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Board. The Board shall have the power to enforce all parking and vehicle use restrictions applicable to the Property, including the power to remove violating vehicles from any of the Property to the extent permitted by applicable law. (CC&R's 3.2)
4. Use of Common Elements. Except as otherwise expressly provided in the CC&R's, the common elements shall be used for open space, recreational activities and landscape areas, and no persons other than the owners, their family members, guests and invitees or the owner's tenants, their family members, guests and invitees shall be allowed to in any manner use or occupy the common elements. There shall be no parking or storage by owners of any vehicles of any type or nature whatsoever within any common element; and only owners' guests and invitees may park in designated common element "guest parking" spaces, and then only in full compliance with the applicable terms and provisions of the CC&R's and the Rules and Regulations. Each owner shall at all times be responsible for any and all activities of his tenants, guests and invitees using the common elements. (CC&R's 2.4) Common Elements means that portion of the property which is designated as Common Elements on a final subdivision map and which is owned or to be owned by the Association, together with all improvements constructed or to be constructed thereon, including, but not limited to, any recreational facilities and **all streets**, roadways, sanitary sewer lines and facilities within the property (exclusive of lots) which have not been accepted for dedication by the applicable governmental entity having jurisdiction. In addition, the common elements shall include the Association's rights in and to the "HOA Yard Maintenance Easements" as granted pursuant to the terms and provisions of Section 2.8 of the CC&R's. (CC&R's 1.9)

5. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere within the Property, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, or offensive. No noise or other nuisance shall be permitted to exist or operate upon any portion of a Lot so as to be offensive or detrimental to any other Lot in the Property or to its occupants. Without limiting their generality of any of the foregoing provisions, no speakers, horn, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items which may unreasonably disturb other Owners or residents or their guests shall be located, used or placed on any portion of the Property without the prior written approval of the Board. Alarm devices used exclusively to protect the security of a Lot and its contents shall be permitted, provided that such devices do not produce annoying sounds or conditions as a result of frequently occurring false alarms. (CC&R's 3.3)
6. Signs. No sign, poster, billboard, advertising device or other display of any kind shall be displayed without the approval of the Board, except the Owner or resident may place one (1) customary 18" x 24" "For Sale" sign on the Lot. "For Lease" or "For Rent" signs are prohibited. Any other signage shall require Board approval. (CC&R's 3.4)

Residents may exhibit a political sign within the boundaries of their Unit if the political sign is not larger than 24 inches by 36 inches. (As used in this section, "political sign" means a sign that expresses support for or opposition to a candidate, political party or ballot question).
NRS 116.325

7. Antennae, Solar Panels, Flags. No pole, flagpole, mast, solar panel, satellite dish, receiver, or other outdoor antenna or related device shall be allowed on any Lot without the prior written consent of the Architectural Committee; provided, however, that any Owner is entitled to display the flag of the United States, in a manner that is consistent with the Federal Flag Code, from or on:
- (i) A flagpole or staff which is located on exterior property within the boundaries of a Side yard Easement area benefiting such Owner.
 - (ii) A window, ledge, sill, railing, patio or terrace of his or her Lot or an exterior limited common element that forms a part of the boundaries of his or her Lot, whether or not the flag is displayed from a flagpole or staff.

As used in this Section 3.5: "Federal Flag Code: means the rules and customs pertaining to the display and use of the flag of the United States which are codified in 4 U.S.C. §§ 5 to 10, inclusive, as altered, modified or repealed by the President of the United States pursuant to 4 U.S.C. § 10, and any additional rules pertaining to the display and use of the flag of the United States which are prescribed by the President pursuant to 4 U.S.C. § 10; and "Flag of the United States" does not include a depiction or emblem of the flag of the United States that is made of balloons, flora, lights, paint, paving materials, roofing, siding or any other similar building, decorative or landscaping component or material.

The Association may adopt rules that: (i) Prohibit the display of the flag of the United States in a manner that is inconsistent with the Federal Flag Code; (ii) prohibit the display of the flag of the United States if the flag exceeds four feet (4') in its vertical dimension or six feet (6') in its horizontal dimension (the horizontal dimension of the flag is the dimension that is parallel with the horizontal stripes of the flag, regardless of the position in which the flag is displayed); (iii) establish a maximum number of flags of the United States that may be displayed from, on or around the exterior of a unit (the maximum number is one); (iv) prohibit the display of the flag of the United States from a flagpole or staff that exceeds twenty-five (25') in height; (v) prohibit the display of the flag of the United States in a manner that poses a real and substantial danger to health or safety and (vi) allow displays of the Nevada State flag on official State of Nevada holidays; subject, however, to the same (or more restrictive conditions as adopted by the Board) conditions and limitations as set forth for the United States flag in Section 3.5 of the CC&R's.

Furthermore, outside television antennas, aerials, satellite dishes or similar devices for the transmission or reception of television, radio, satellite, or other signals of any kind are prohibited, except:

- (i) The Association shall have the right, without obligation, to erect, place or install and maintain any such apparatus for the benefit of all or a portion of the Community.
- (ii) Antennas or satellite dishes with a diameter or diagonal measurement not greater than the minimum size protected by applicable law, and which are designed to receive direct broadcast satellite services, video programming services via multi-point distribution services, or television broadcast signals (collectively "Permitted Devices") may be erected, placed or installed on a Lot, provided that:
 - (A) Any such Permitted Device is placed in the least conspicuous location on the Residence at which an acceptable quality signal can be received and is either not visible from neighboring property or is screened from the view from streets of any neighboring Lot or Common Area.
 - (B) Reasonable restrictions which do not significantly increase the cost of the installation of a Permitted Device or significantly decrease its efficiency or performance, including, without limitation, screening material, location or complimentary-color painting of the Permitted Device, may be imposed by the Architectural Committee. (CC&R's 3.5)

8. Unsightly Articles, Garbage Cans. No unsightly articles, including, but not limited to, clotheslines, shall be permitted to remain on any Lot so as to be visible from neighboring property. Without limiting the generality of the foregoing, refuse, garbage and trash shall be kept at all times in covered, sanitary containers in the garage of the dwelling on the Lot or enclosed areas designed for such purpose. There shall be no exterior fires whatsoever, except barbecue fires contained within receptacles designed therefore, such that they do not create a fire hazard and except as specifically authorized otherwise in writing by the Board (and

subject to applicable ordinances and fire regulations). (CC&R's 3.6) Garbage cans and recycle bins may be put curbside no earlier than the evening before garbage pickup and garbage cans and recycle bins must be stored within the garage by the morning of the day after garbage pickup.

9. Animals. No animals, fowl, reptiles, poultry, fish or insects of any kind ("animals") shall be raised, bred or kept within the Property, except that a reasonable number of dogs, cats or other household pets may be kept within a residence, provided that they are not kept, bred or maintained for any commercial purpose, nor in unreasonable quantities nor in violation of any applicable local ordinance or any other provision of the CC&R's and such limitations as may be set forth in the Rules and Regulations. As used in the CC&R's "unreasonable quantities" shall ordinarily mean more than two (2) pets per household provided, however, that the Board may determine that a reasonable number in any instance may be more or less. The Association, acting through the Board, shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board, a nuisance to other Owners in the Property. Animals belonging to Owners, residents, or their guests within the Property must be either kept within an enclosure or on a leash or other restraint being held by a person capable of controlling the animal, and who then has in his possession a proper or adequate utensil or other means of cleaning up immediately all feces of such animal. Furthermore, to the extent permitted by law, any Owner shall be liable to each and all remaining Owners, residents, their families and guests, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Property by an Owner or resident or by members of their family or guests; and it shall be the absolute duty and responsibility of each such Owner to clean up immediately after such animals which have used any portion of the Common Elements. (CC&R's 3.7)

10. Business or Commercial Activity. No part of the Property shall ever be used for any business, commercial (including auctions or similar events), manufacturing, mercantile, storage, vending or other nonresidential purposes, including without limitation any activity for which the provider is compensated in any way or receives any form of consideration, regardless of whether the activity is engaged in full or part-time, generates or does not generate a profit, or requires or does not require a license. The provisions of this section shall not preclude any of the above-described activities which are conducted without external evidence thereof provided that all of the following conditions are fulfilled: (a) such activities are conducted in conformance with all applicable governmental ordinances; (b) the patrons or clientele of such activities do not routinely or in significant numbers visit the Lot or park automobiles or other vehicles within the property; (c) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the residence on such Lot; (d) no such activity increases the liability or casualty insurance obligation or premium of the Association; and (e) such activities are consistent with the residential character of the Property and otherwise conform with the provisions of the CC&R's. (CC&R's 3.8)

11. Drainage. There shall be no interference with the established drainage in the Property unless an adequate alternative provision designed by a licensed engineer and previously approved in writing by the Architectural Committee, is made for proper drainage. For the purpose hereof, "established" drainage is defined as the drainage patterns, directions, improvements,

appurtenances, facilities, etc., which exist at the time a Lot is conveyed to an Owner by Declarant, or later grading changes which are shown on plans designed by a licensed engineer and approved by the Architectural Committee. (CC&R's 3.10)

12. View Obstructions. No vegetation, Improvement or other obstruction shall be planted, constructed, or maintained on any Lot in such location or of such height as to unreasonably obstruct the view from any other Lot. Each Owner or resident of a Lot shall be responsible for periodic trimming, pruning and thinning of all hedges, shrubs and trees located on that portion of his Lot which is subject to his control or maintenance, so as to not unreasonably obstruct the view of other Owners or residents. If an Owner or resident fails to perform necessary trimming, pruning or thinning, the Association shall have the right, after ten (10) days prior notice requesting such work be done and the Owner or resident not having done so, to enter upon such Lot for purposes of performing such work. Each Owner, by accepting a deed to a Lot, hereby acknowledges that any construction or installation by Declarant may impair the view of such Owner, and hereby consents to such impairment. (CC&R's 3.11)
13. Lot and Landscaping Alterations. Subject to provisions of applicable law and Article VIII of the CC&R's, each Owner shall have the right to modify the Dwelling on his Lot at his sole cost and expense, so long as (a) such modifications do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Property; and (b) such modifications do not change the appearance of the Common Elements or the exterior of any Improvements located on such Lot or any other portion of the Property without the prior written approval of the Architectural Committee. There shall be no alteration whatsoever by any Owner of any landscaping or landscaping feature included within the HOA Yard Maintenance Easement area of any Lot; but such alterations may be made by the Association. (CC&R's 3.12)
14. Maintenance and Repair. Except as provided in Section 5.2.4 of the CC&R's, the Owner of each lot shall maintain such property in a clean and orderly manner, in a good condition and state of repair, and adequately painted or otherwise finished, all at such Owner's sole cost and expense. No building, structure, or other Improvement within the Community shall be permitted to fall into disrepair. No Owner shall do any act or work that will impair the structural soundness or safety of any Improvement located in the Community. If any Improvements are damaged or destroyed by fire or other calamity, the insurance proceeds shall be paid to the Owner or the mortgagees thereof, as their respective interests may appear; and such Owner or mortgagee shall, within a reasonable time period, rebuild or repair the damage or restore the Lot to the same state that existed for such Improvements prior to such damage or destruction in full compliance with the terms and provisions of Article VIII of the CC&R's. (CC&R's 3.13) The Sideyard easement, including the fence or wall enclosing the Sideyard easement and the drainage system, shall be maintained in good repair, and in a neat and orderly condition at all times by the owner of the dominant lot. (CC&R's 2.10.1)
15. Utility Service. No lines, wires, or devices for transmission of electric current or telephone, television, or radio signals shall be constructed, placed, or maintained anywhere within any Lot unless the same shall be contained in conduits or cables placed and maintained underground or concealed in or under buildings or approved structures. Nothing herein shall

be deemed to forbid the erection and use of temporary power or telephone services incidental to the construction of Improvements. (CC&R's 3.14)

16. Fences and Yards. No fences, hedges, or walls shall be erected or maintained on any Lot, except as initially installed on Lots or Common Area by the Declarant as reflected by fence/wall detail, typical location, dimension and material in documents provided by Declarant, which documents shall be a part of the Association's permanent records. (Refer to Architectural Committee rules). Except for landscaping provided by Declarant for each Lot, Dominant Owners shall landscape fully their respective courtyard and Side yard Easement area of the Adjoining Lot as follows: (1) for each Lot purchased during the months of March through August, no later than one hundred twenty (120) days after the close of escrow of the sale of such Lot by Declarant to the first (1st) third party Owner thereof, and (2) for each Lot purchased during the months of September through February, no later than two hundred seventy (270) days. All landscaping shall be subject to the approval of the Architectural Committee, for the purpose only of assuring that such landscaping complies with CC&R Sections 2.10.1 and 3.10 concerning drainage. The failure of any such Owner to landscape his/her or its Lot as above provided shall entitle Declarant and/or the Association the right to seek a mandatory injunction to compel such Owner to undertake and complete such landscaping, or, in the alternative, to cause such landscaping to be provided by Declarant or the Association. In the event of the latter alternative, Declarant or the Association, as applicable, shall have the right to levy a Violation Assessment against the Owner of such Lot for the cost of such landscaping, and the Owner of such Lot shall be deemed to have given an easement over, across, under and through such Lot for the purpose of causing such landscaping to be done. (CC&R's 3.15)
17. Diseases and Insects. No owner shall permit any thing or condition to exist upon his Lot that shall induce, breed, or harbor infectious plant or tree diseases or noxious insects. (CC&R's 3.16)
18. Use of Garages. Garages may be used only by the Owner or the occupants of the Lot to which such garage unit is appurtenant. Garages may be used for storage only to the extent such storage does not preclude vehicles from being parked in the garage with the garage door closed. Garage doors must remain closed at all times, except for reasonable periods during which the garage is actively being used. (CC&R's 3.18)
19. Pools. No swimming pool shall be permitted on any Lot whatsoever; provided, however, that such restriction does not apply to "hot tubs", which may be placed in Side yard Easement areas. (CC&R's 3.19)
20. Perimeter Walls. Walls and/or fences, if any, around the exterior boundary of the Community ("perimeter walls") constructed or to be constructed by Declarant are Improvements, all portions of which are located, or conclusively deemed to be located, within the boundaries of individual Lots; and are hereby deemed to be included within the HOA Yard Maintenance Obligations and located within the HOA Yard Maintenance Easements. (CC&R's 3.20)

21. Window Coverings. All drapes, window shades or other window coverings installed in the windows of any Improvement, and which are visible from the exterior of the Improvement, shall be white, off-white, beige or other neutral color. Window coverings must be installed on all windows visible from the streets serving the Community within ninety (90) days after conveyance of title to the Lot by Declarant, unless rules adopted by the Board provide otherwise. (CC&R's 3.21)

22. Sports Equipment. No basketball standard, fixed sports apparatus or similar equipment shall be erected, constructed or placed within any Lot where visible from adjacent lots or the streets serving the Community without the prior approval of the Board. Portable or movable basketball equipment or other movable sports apparatus may not remain overnight on any lot where visible from adjacent lots or the streets serving the Community without the prior approval of the Board. (CC&R's 3.22)

23. Maintenance of Lot, Residence, Other Improvements and Utility Lines. Except for those matters which expressly are the responsibility of the Association pursuant to the CC&R's or which are the responsibility of an applicable governmental authority, each Owner shall repair and maintain in a good, clean and orderly condition, at such Owner's sole cost and expense, the following described areas and improvements, which maintenance a repair shall be conducted in accordance with the provisions of the CC&R's:

(a) The residence and other Improvements on such Owner's Lot including but not limited to the following: gutters, downspouts, glass and other exterior building surfaces;

(i) Outdoor holiday decorations may only be displayed a maximum of 30 days before the observed holiday and must be removed no later than 30 days after the observed holiday.

(ii) Excessive oil spotting on driveways and the common areas within the Front Street Bungalows by homeowner's vehicles, or vehicles belonging to their invited guests, is not permitted.

(b) All sewer lines, water lines, electrical lines, gas lines, and other utility lines which provide service to such Owner's residence and which are not maintained by the City of Sparks or any utility company (collective "utility lines") to the extent such utility lines are located on such Owner's Lot; and

(c) Each Dominant Owner shall maintain and repair all landscaping within the boundaries of the Sideyard Easement benefiting such Dominant Owner's Lot, which landscaping shall be neatly trimmed, properly cultivated and irrigated, and kept free from unsightly weeds and dry foliage which could create a fire hazard. Each Owner shall keep his Lot free from trash or other unsightly material. (CC&R's 3.23)

24. ARCHITECTURAL COMMITTEE RULES The Architectural Committee may from time to time and in its sole discretion adopt, amend, and repeal by unanimous vote rules and regulations to be known as "Architectural Committee Rules" interpreting and implementing the provisions of this Declaration and setting forth fees to be charged and procedures, and

design, and construction criteria to be followed in submitting proposals to the Architectural Committee. A copy of the Architectural Committee Rules, as they may from time to time be adopted, amended, or repealed, certified by any member of the Architectural Committee, shall be maintained by the office of the Association and shall be available for inspection and copying by any Owner at any reasonable time during the business hours of the association (CC&R's 8.4)

25. Application for Approval of Plans and Specifications. Any owner of a lot proposing to make any improvements or to perform any work that requires the prior approval of the Architectural Committee shall apply to the Architectural Committee for approval by notifying the Architectural Committee of the nature of the proposed work. Prior to the commencement of construction, the owner shall submit to the Architectural Committee for its review and approval such information and materials as the Architectural Committee in the exercise of its reasonable discretion deems necessary for it to be adequately informed with respect to the work to be undertaken by such owner. (CC&R's 8.5)
26. Basis for Approval of Improvements. The Architectural Committee shall grant the required approval only if:
- (a) The owner shall have strictly complied with the provisions of CC&R section 8.5; and
 - (b) The Architectural Committee finds that the plans and specifications conform to the CC&R's and to the Architectural Committee Rules in effect at the time such plans were submitted to the Architectural Committee; and
 - (c) The Architectural Committee in its reasonable discretion determine that the proposed improvements would be compatible with the other property in the community and the purposes of the CC&R's as to the quality of workmanship and materials, as to harmony of external design with existing structures.
27. Basis for Disapproval of Improvements. The Architectural Committee may disapprove any application on aesthetic grounds, and more specifically: (a) because of the reasonable dissatisfaction of the Committee with the improvement proposed to be erected, because of the materials of which it is to be built, the harmony thereof with its surroundings, or any additional maintenance, repair or replacement burden such matter would impose upon the Association; or (b) because of non-compliance with any of the specific conditions and restrictions contained in the CC&R's or with reasonable guidelines that the Architectural Committee may from time to time adopt. In addition, it shall be reasonable for the Architectural Committee to, and it shall, deny any application to the extent it does not comply with the architectural controls and guidelines for the community set forth in the Kiley Ranch Handbook for First Tee Unit No. 6 at Kiley Ranch, as amended from time to time. (CC&R's 8.7)
28. Form of Approval. All approvals or disapprovals given under CC&R sections 8.5 or 8.6 shall be in writing; provided, however, any request for approval which has not been rejected within sixty (60) days from the date of submission thereof to the Architectural Committee

shall be deemed approved. The approval may be conditioned upon the deposit by the owner of a performance bond, cash deposit, or other undertaking to assure completion of the approved improvement in accordance with the terms of the approval once construction thereof is commenced. (CC&R's 8.8)

29. Proceeding with Work. Upon receipt of approval from the Architectural Committee pursuant to CC&R section 8.6, the owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations, and excavations pursuant to the approval. Construction of the approved improvements shall commence, in all cases, within one year from the date of such approval. If the owner shall fail to comply with this section, any approval given pursuant to CC&R section 8.6 shall be deemed revoked unless the Architectural Committee, upon written request of the owner made prior to the expiration of the one-year period, extends the time for such commencement. No such extension shall be granted except upon a finding by the Architectural Committee that there has been no change in the circumstances upon which the original approval was granted. (CC&R's 8.9)

30. Failure to Complete Work. The owner shall in any event complete the construction, reconstruction, refinishing, or alteration of any such improvement within one year after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the owner due to strikes, fires, national emergencies, natural calamities, or other supervening forces beyond the control of the owner or his agents. (CC&R's 8.10)

31. Waiver. The approval by the Architectural Committee of any plans, drawings, or specifications for any work done or proposed or for any other matter requiring the approval of the Architectural Committee under the Declaration or Supplemental Declaration shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval. (CC(R's 8.11)

32. Liability. Provided that the Architectural Committee or a particular member of the Architectural Committee has acted in good faith on the basis of the information as may be possessed by the Architectural Committee or the member, as the case may be, then neither the Architectural Committee nor any member thereof shall be liable to the Association, to any owner, or any other person for any damage, loss, or prejudice suffered or claimed on account of: (a) the approval or disapproval of any plans, drawings, and specifications, whether or not defective, with respect to the construction or performance of any work, whether or not such performance complied with approved plans, drawings, and specifications; (b) the development of any property subject to the CC&R's. Without limiting the generality of the foregoing, the Architectural Committee and any member thereof may, but it is not required to, consult with or hear the views of the Association or any owner with respect to any plans, drawings, specifications, or any other proposal submitted to the Architectural Committee. (CC&R's 8.12)

33. Speed Limits and Traffic Signs. The maximum speed limit on all streets located within the Front Street Bungalows is 20MPH. All posted traffic signs within the community must be observed.

34. Health, Safety and Welfare Violations. Any act that poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of persons within the community shall be considered a violation of Association's governing documents (CC&R's 5.1.2)

35. **Fines as established by the Board may be assessed for violations of these Rules and Regulations. If a fine is imposed and the violation is not corrected within a reasonable period of time as determined by the Board, the violation shall be deemed a continuing violation. Thereafter, the 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 or an opportunity to be heard. (per NRS 116.31031.5.) The fine schedule is as follows:**

Fines, Assessments, and Other Sanctions

Where a violation of the Association's governing documents (Ex: the CC&R's and these Rules & Regulations) has been found after notice and hearing to the Owner and/or Tenant of the Unit to which an alleged infraction is attributed a fine or other sanction may be levied against that Unit/Owner/Tenant/Guest. Note: Owners are responsible for the actions of tenants, guests, residents, and temporary residents of their Units while such persons are on Association Grounds.

Sanctions may include:

- (A) Prohibiting, for a reasonable time, the units Owner, Tenant, or Guest from:
- (1) Voting on matters related to the common-interest community;
 - (2) Using the common elements (The provisions of this subparagraph do not prohibit the unit's owner or the tenant or guest of the unit's owner from using any vehicular or pedestrian ingress or egress to go to or from the unit, including any area used for parking.)

Fines may include:

- (A) Imposition a fine against the unit's owner or the tenant or guest of the unit's owner for each violation in an amount up to \$100 for each violation, with the exception of violation fines described in subparagraph (B) below.
- (B) If the violation poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the units' owners or residents of the Association, the amount of the fine will be commensurate with the severity of the violation and will be determined by the executive board in accordance with the governing documents.
- (C) If a fine is imposed and the violation is not cured within 14 days 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.

(D) Past due fines bear an interest at the rate of 10% per annum.

(E) Fines described in subparagraph (A) may include any 'cost of collecting' the past due fine, past due rates are as follows:

- (i) Up to \$20, if the outstanding balance is less than \$200;**
- (ii) Up to \$50, if the outstanding balance is \$200 or more, but is less than \$500;**
- (iii) Up to \$100, if the outstanding balance is \$500 or more, but is less than \$1000;**
- (iv) Up to \$250, if the outstanding balance is \$1000 or more, but is less than \$5000;**
- (v) Up to \$500, if the outstanding balance is \$5000 or more.**

(F) Past due fines may include any costs incurred by the association during a civil action to enforce the payment of the past due fine.

(G) As used in this section, "cost of collecting" includes, without limitation, any collection fee, filing fee, recording fee, referral fee, fee for postage or delivery, and any other fee or cost that an association may reasonable charge to the unit's owner for the collection of a past due fine. The term does not include any costs incurred by an association during a civil action to enforce the payment of a past due fine.

Assessments may include:

The assessment of any common expenses caused by misconduct attributable to a Unit's Owner against his Unit. Such expenses include, but are not limited to, expenses described herein required to redress a Unit Owner's failure to comply with the governing documents and costs of repairing damage to Association property attributable to the Unit owner.