

Cedars West Homeowners' Association

August 23, 1996

RE: Notice to Occupants regarding Rules and Regulations

Dear Cedars West Homeowner:

The Board has asked that all Owners and Tenants be advised of the Rules and Regulations of the Cedars West Homeowners' Association. Enclosed, please find a copy of the Rules and Regulations. Also below are some of the higher priority enforcement items.

- (1) **PETS:** No animals of any kind or description shall be allowed upon or otherwise use the subject property without the written approval of the Board.
- (2) **PARKING:** In order to conserve the limited amount of visitor parking available, owners, guests and tenants shall park their personal vehicles within their garages or designated parking areas at all times. All motor vehicles which are parked in designated parking areas **must** have valid registration and be legal to operate on Nevada highways and surface streets. Parking in front of garages is prohibited.
- (3) **SKATEBOARDING:** Due to insurance requirements, no skateboarding is allowed on the property.
- (4) **GARBAGE:** Trash removal is the the third highest expense of the Association. We can all help to reduce this expense by breaking down boxes and crushing plastic bottles. Also, please remember that no construction/remodeling debris of any kind is allowed to be discarded in the Association trash bin. Trash removal is performed on Tuesdays at around 2 p.m.

It is the Owners responsibility to notify their tenants of these rules. Fines will be levied against Owners if their tenants violate these rules.

Thank you,
Board of Directors

**CEDARS WEST HOMEOWNERS' ASSOCIATION
RULES AND REGULATIONS**

CEDARS WEST is a condominium development of single-family residences including common areas. These Rules and Regulations (hereafter referred to as "Rules") are adopted pursuant to the provisions of the CEDARS WEST ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS and the ASSOCIATION BYLAWS for the individual and collective benefit of the owners of individual residences at Cedars West and apply to the premises of Cedars West. They are intended to contribute to preserving the clean, attractive, natural environment and to assuring the peaceful enjoyment of Cedars West as a residential community. They are intended to protect and enhance the value of each owner's property as well as the collective value of all the property within the Association. They are not intended or designed to unduly interfere, restrict, or burden the use of the property. All residents of Cedars West, owners and invitees, are required to abide by these Rules and Regulations.

1. FINES

Owners are responsible and liable for all actions of their tenants and invitees. Any expenses incurred by the Association as a result of any action by the owner's tenants or invitees will be billed directly to the owner.

The fines for violation of any Rules (except Rule #12 - Parking) are:

First time, warning to owner and tenant.

Second time and any violation thereafter, a \$50 fine levied for each violation ten (10) days after notice to correct is given by certified mail. Additional fines of \$100 levied every ten (10) days thereafter until the violation is corrected.

Fines shall be treated as special assessments under Article VI of the Declaration of Covenants, Conditions and Restrictions.

2. LITTERING

There will be no littering. Paper, cans, bottles, cigarette butts, and other trash are to be deposited only in appropriate closed receptacles and under no circumstances are such items to be dropped or left in the Common Area of the Cedars West.

3. COMMON AREA

Outdoor Common Area shall be used for recreational purposes and for the purpose of access. No use of the Common Areas shall be conducted so as to damage or increase the maintenance of any part of the Cedars West or so as to disturb other people.

4. BUSINESS

No condominium shall be used at any time for business or commercial activity. It is provided, however, that the owner may use the condominium for rental purposes to residents for residential living.

5. BUILDING EXTERIOR

Changes affecting the appearance of the exterior of the buildings and grounds, such as unsightly decorations, firewood, signs, antennas, awnings, sunshades, screens, terrace, or balcony covers, and enclosures, etc. shall be made only with the consent of the Board and shall be maintained in a satisfactory manner. No owner shall change the color or appearance of the exterior of the condominium without written Board approval. When not in use, bicycles, sporting goods, toys, cooking equipment, baby carriages, and other personal items and equipment must be kept within the unit or garage so as not to be exposed to the view of others. Owners shall be responsible for keeping their areas clean and free from any unsightly objects and free from noxious or offensive odors. All garage doors, whether part of a residence building or a community facility, shall be kept closed at all times when not in use.

6. SIGNS

No "For Sale" or "For Rent" or "Garage Sale" or other signs, including Real Estate signs, are permitted. "Open House" signs may be permitted for a period not to exceed 48 hours at one time with the approval of the Manager.

7. BALCONIES, ENTRYWAYS, STAIRWAYS

No clothes, linens, signs, refuse, or similar materials or equipment shall be hung from a balcony, terrace, or railing or otherwise left, or placed in such a way as to be exposed to the view of other owners or tenants. Outside clothes lines or other outdoor clothes drying or airing facilities are specifically prohibited. Any outdoor furniture, umbrellas, etc. will be maintained in a satisfactory manner.

8. PRIVACY

An owner shall not interfere with the rights of other owners or the Association, nor intentionally or unintentionally annoy any of such, or any of the occupants of Cedars West by unreasonable noises, offensive odors, improper neighborly conduct, or otherwise.

9. COMPLIANCE

Owners, tenants, and invitees shall obey and comply with all public laws, ordinances, the covenants of the declaration, and all rules promulgated by the Association. No owner shall do or allow to be done any act which causes, or threatens to cause, any damage, encroachment, or disrepair to the Cedars West property, community facilities, party walls, residence buildings, or any other portion thereof.

10. MAINTENANCE

Each owner, tenant, or invitee shall keep his unit and all fixtures, appliances, and appurtenances therein or thereto in good order and repair and shall not do or permit or suffer anything to be done in such unit or on the project which will or may have a tendency to vitiate or to increase the rate of fire or any other insurance on any structure

or the contents thereof or to reduce in any way the value of the property. A key to each unit shall be given to the Property Manager for access upon owner's absence and for emergency access.

11. PETS

No animals of any kind or description shall be allowed upon or otherwise use the subject property without the written approval of the Association.

12. PARKING

Parking on the subject property shall be allowed only in the areas designated by the Association. No trailer, tent, shack, garage, barn, or other temporary facility shall be kept on any part of the project without the written approval of the Association. No campers, boats, commercial vehicles, trucks, RV's or other unauthorized vehicles may be parked on the Association property without written approval of the Association. No overnight camping is allowed on the property. Owner's and tenant's cars shall be parked in their appropriate garages.

No vehicle belonging to an owner, a member of the family, invitee, tenant, or employee of an owner shall be parked in such a manner as to impede or prevent ready access to another owner's vehicle or stairway. The owners, their employees, servants, agents, visitors, invitees, tenants, licensees, and the owner's family will obey the parking regulations posted at the private streets, parking areas and drives and any other traffic regulation promulgated in the future for the safety, comfort, and convenience of the owner. Except for emergencies and inclement weather, the gate at the southwest side of the Cedars West property shall be kept closed at all times.

All motor vehicles which are parked in designated parking areas must have valid registration and be legal to operate on Nevada highways and surface streets.

In order to conserve the limited amount of visitor parking available, owners, guests, and tenants shall park their personal vehicles within their garages or designated parking areas at all times. No owners, guests or tenants shall have more than THREE vehicles which may be parked either within their garage or the parking area regardless of the number of occupants. Vehicles in excess of three per unit must be parked OFF Cedars West property.

Violators of the Cedars West parking regulations are subject to having their vehicles towed away at the expense of the registered owner. In addition, fines may be assessed against the owner of the appropriate unit for repeated violations. Additionally, the placing of a metal "boot" on a tire or wheel of the vehicle by Management or any booting service may be utilized to enforce these Rules.

The fines for violations of parking rules are:

First time, warning by posting notice on vehicle.

Second time, and any violation thereafter, a \$100 fine will be levied and vehicle towed away if violation exists 48 hours after first posted warning.

13. SPEED LIMIT

The speed limit for all vehicles within the condominium development is 5 MPH. All moving vehicles shall be restricted to the access roads on the property of Cedars West. Parking in access roads is prohibited except for temporary loading and unloading. Violator's automobiles will be towed away at the owner's expense. Owners are responsible for violations by their tenants and invitees.

14. DAMAGE TO COMMON PROPERTY

Any damage to the buildings or Common Areas or equipment caused by children of owners, invitees, or tenants shall be repaired at the expense of the owners. Owners shall be held responsible for the actions of their children, and those of invitees, and tenants.

15. DUES

All dues are to be paid in advance and are due on the first of the month. Ten percent (10%) of the dues as a late charge will be added for dues postmarked more than 15 days after the first of the month. Such late charges will be added to the dues for payment the following month. Liens will be placed on units whose dues are 90 days in arrears on dues at the owner's expense. Foreclosure proceedings on liens shall be instigated on all units 120 days in arrears on dues and fines, at the owner's expense.

16. COMMON AREA IMPROVEMENTS

Improvements, maintenance, repair, and landscaping on the Common Grounds shall be done only under the direction of the Board and shall be treated as common expense items, except that repair of damage caused by unreasonable and unauthorized use of the Common Area shall be assessed to the owner or lessee responsible for such use.

17. NOISE

Owners, invitees, and tenants shall reduce noise between 10:00 P.M. and 9:00 A.M. so that neighbors are not disturbed.

18. REPAIR OF VEHICLES

Servicing and/or repairs to motor vehicles must be done in the owner's, guest's, or tenant's garage. No servicing or repairs to vehicles on the Common Area are permitted. Any vehicle not in running condition and left unattended for more than forty-eight (48) hours, unless approved by the Manager, may be towed from the common area at the expense of the registered owner. Cedars West owners shall be held responsible for violations by their tenants.

20. **LAWS**

Federal, State, County, and Local laws shall be enforced.

21. **COMPLAINTS**

Complaints of violations of these Rules and Regulations shall be made in writing to the Manager. If the complaining party is not satisfied with the result of such complaint, he or she should state his or her complaint in writing and forward it to the Board of Directors. If the Board feels the complaint is justified, they will take whatever action they deem necessary. The Board will supply the complainant with written notice of its decision.

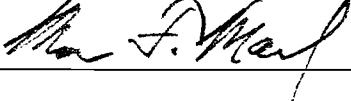
22. **CONSENT AND APPROVAL**

Any consent or approval of the Board given under these Rules and regulations can be revoked at any time. A copy of these Rules and Regulations shall be provided by owners to all long and short term tenants and new owners.

23. **DELEGATION**

The Board of Directors, in its discretion, may delegate its powers and duties with respect to the granting of consents, approvals, and permissions under these Rules to Management and/or one or more members of the Board of Directors. The Management Company and/or the Manager is granted full authority to carry out these Rules and Regulations.

Approved June 27, 1992

by 

Cedars West Board of Directors