

Legado Community Association Rules and Regulations

These Rules and Regulations are adopted for the benefit of the Legado Community Association Owners. They are intended to contribute to preserving a clean, attractive environment and to ensure peaceful enjoyment for all Owners. They are intended to protect and enhance the value of all Owners property. They are not designed to unduly interfere, restrict or burden the use of properties. These Rules and Regulations highlight specific articles of the Declaration of Covenants, Conditions and Restrictions for Legado Community Association in condensed form.

Additions and amendments to these Rules and Restrictions will be made by the Legado Community Association Board as necessary.

1. RESPONSIBILITY:

- a. All property Owners, Guests and Visitors are required to abide by these rules.
- b. Property Owners, Guests, and Visitors will be held responsible for the actions of their children and their children's guests.
- c. Any penalties authorized hereunder will be assessed against the responsible property Owner.

2. IMPROVEMENTS:

- a. Plans and specifications shall be submitted to the Architectural Committee prior to the commencement of any construction.
- b. Construction may not commence unless and until the Architectural Committee has approved such plans and specifications in writing.
- c. There shall be no construction, excavation, alteration which alters the drainage and exterior appearance of any improvement, or removal of any improvement without prior approval of the Architectural Committee.

3. BUILDING AND FENCE MAINTENANCE:

- a. Each property Owner is responsible for periodic maintenance of the exterior of the house, fence and any related structures.
- b. Plans for changing the color of buildings (house or any other structure) must be submitted to the Architectural Committee for approval prior to commencement of work.
- c. Fences may be protected with natural or transparent stain or clear sealer in the interest of presenting a uniform appearance.

4. LANDSCAPING:

- a. Landscaping shall be completed within *6 months* of the date of close of escrow. Plans must be submitted to the Architectural Committee prior to commencement.
- b. All plantings shall be kept neatly trimmed and properly cultivated.
- c. Property shall be kept free from trash, weeds, and other unsightly material.
- d. Landscape maintenance that is neglected by the Owner in any manner shall be ordered maintained by the Association and the costs incurred shall be charged back to negligent Owner.

5. VISIBILITY FROM NEIGHBORING PROPERTY:

No object, such as a fence, shrub or tree, shall be situated so as to unreasonably obstruct the view of neighboring property Owners.

6. UNSIGHTLY ARTICLES:

- a. No unsightly article shall be permitted to remain on any lot so as to be visible from neighboring property or public or private thoroughfares.
- b. Except when in actual use, all items such as recreational (bicycles, basketball standards, etc.), garden and maintenance equipment, shall be kept in an enclosed structure so as not to be visible from neighboring property.
- c. Refuse, garbage, and trash shall be kept in a covered container in an area not visible from neighboring property.
- d. Refuse containers may be placed for pick up at a reasonable time prior to trash collection and returned promptly to storage after collection.

7. ANTENNAS:

- a. No property Owner shall erect or maintain any exterior radio or television antenna/satellite dish or aerial in the Project without the prior written approval of the Architectural Committee.
- b. Antennas or satellite dishes with a diameter or diagonal measurement not greater than one meter shall be placed in locations which are not visible from the streets.
- c. Satellite dishes must be painted to blend into the background against which they are mounted.

8. INSURANCE RATES:

- a. Nothing shall be done or kept in the Project which would increase the insurance rate on any Association property without the approval of the Board.
- b. Nothing shall be done or kept in the Project which would result in the cancellation of insurance on any Association property or be in violation of any law.

9. SIGNS:

No sign of any kind shall be displayed to the public without the written approval of the Architectural Committee except as may be required by legal proceedings.

10. NUISANCES:

- a. Rubbish or Debris - No rubbish or debris shall be placed or permitted to accumulate upon any property nor odors permitted to arise so as to render any property unsanitary, unsightly, or offensive to any other property or its occupants.
- b. Noise - No noise or other nuisance shall be permitted to exist so as to be offensive or detrimental to any other property or its occupants.

11. PETS:

- a. Pets must be under Owner's direct supervision when not confined to house or yard.
- b. Pet owners are responsible for picking up after their pets within common areas, streets and other Owners' property.
- c. Damages to other Owners' property caused by a pet must be reimbursed by the pet's Owner.

12. HAZARDOUS ACTIVITIES:

- a. No activities shall be conducted or improvements constructed on any property which might be unsafe or hazardous to any person or property.
- b. No firearms shall be discharged within the Project.
- c. No open fires are allowed except in a contained barbecue unit or designated fire pit while attended.

13. TEMPORARY STRUCTURES

- a. No tent, shack, or other temporary structure shall be placed upon any property, except those necessary for architects or builders during construction.
- b. Such structures must be approved by the Board including the nature, size and location of such structure.

14. BUILDING PERMITS:

Building permits shall only be issued in accordance with Lyon County.

15. MAILBOXES AND EXTERIOR NEWSPAPER TUBES:

Except for the cluster-style grouped mailboxes which are mail receptacles for the Lots, no newspaper tubes or mailboxes shall be erected or maintained within the Project.

16. STREETS:

The speed limit for all streets within the Project is 15 miles per hour.

17. GARAGES & DRIVEWAY:

- a. Garage doors shall remain closed except for the entry and exit of vehicles and individuals and when and only for as long as reasonably necessary to access the garage. Each garage door shall be maintained in good condition.
- b. Garage shall be used only for the Owner to accommodate the number of full-sized passenger vehicles which the garage was constructed to accommodate. In no event may the garage be converted to a living area.

18. PARKING RESTRICTIONS:

a. Automobiles/Motorcycles -

1. The Residents and Owners of a single Lot shall not bring into the Development at any one time more vehicles than the number of full-sized vehicles which can be parked completely within the garage serving such Residence, plus two additional vehicles.
2. No more than two vehicles of a Resident or Owner of a Lot may be parked in the driveway located on such Lot and then only if such vehicles do not protrude into the street.
3. No vehicles with over one (1) ton payload capacity shall be parked on the driveway of a Lot or within the street for more than 48 hours. No van (other

than a van reasonably necessary to meet the transportation needs of a disabled person residing on a Lot) truck or commercial vehicle may be parked within a driveway.

4. Vehicles of Residents and Owners may not be parked elsewhere within the project including, without limitation, on the streets.
 5. No unreasonably noisy vehicles, off-road only vehicles, unregistered vehicles, and vehicles that do not pass state pollution requirements, or emitting foul smelling or offensive exhaust fumes shall be operated within the Project.
- b. Recreational Vehicles -
1. No RV shall be used as a living area while parked or located on the Project.
 2. No RV may be parked on a lot or in front of any residence.
 3. No recreational or commercial vehicle shall be parked within the Project other than in a parking area designated by the Board.
 4. An Owner's Guest RV may be parked in a residential driveway for not more than two nights for the purpose of loading or unloading. Thereafter the vehicle will be subject to being towed at the Owner's expense.
 5. No trailer, recreational vehicle, camper, or boat shall be parked, kept, stored, or permitted to remain upon any area within the Project unless placed or maintained completely within an enclosed garage.
- c. Guest Parking - Owners may not use any area designated as guest parking for an extended period of time without specific written permission of the Board.

19. REPAIR OF VEHICLES :

- a. Neither servicing nor repairing of vehicles in driveways, streets, or parking areas is permitted.
- b. Any vehicle not in running condition and left unattended for more than 48 hours will be towed at the expense of the registered owner.

20. RESIDENTIAL USE:

- a. Property in the Project is restricted to single-family residential use.
- b. No commune, co-operative, time share, interval ownership, or similar type living arrangement shall be permitted.

21. RENTALS:

- a. The Owner shall notify the Association of rental of the property, shall be liable to the Association of Tenants actions, provide Tenant with copies of governing documents, indemnify and defend Association out of the conduct of the Tenants and enforcement of the governing documents by the Association against the Tenants.
- b. Any rental agreement must be written and include that the agreement is subject to all the provisions of the governing documents and the Tenants must comply. If the Tenants violate the governing documents, then it shall constitute a breach and default of the terms of the rental agreement.
- c. No Owner may rent or hire any garage, accessory building or similar improvement to anyone who does not have right of possession of the entirety of the residence on the Lot.

22 WINDOW COVERINGS:

- a. Window coverings shall be maintained in good condition at all times.
- b. Unless more specific Rules are adopted by the Architectural Committee, all window shades, blinds and coverings shall be neutral in color.
- c. In no event shall windows be painted, nor shall aluminum foil, newspapers, bed sheets, cardboard or similar materials be placed in windows.

23. CLOTHESLINES:

No interior clotheslines or other outside clothes drying or airing facility shall be placed on any Lot which would be visible from the golf course, common areas, the streets or any other Lot.

24. STORAGE OF PERSONAL PROPERTY:

Personal property stored in the front, side or back yards of Lots shall be kept screened and concealed from view from the Golf Course, common area, streets and from the ground floor windows of residences within the Project.

25. GARAGE SALES:

Garage sales are not permitted within the Project.

26. HEADEND/FACILITIES:

None of these Rules and Regulations apply to headend, headend facilities or headend compounds provided for housing transmission equipment.

27. RULES:

- a. Notification of Rules - A copy of the rules, as adopted, amended or repealed, shall be mailed or otherwise delivered to Association members.
- b. Revision of Rules - These rules may be revised at any time by the Board as conditions warrant provided a written communication is sent to Association members advising of the changes.

28. FINES AND SANCTIONS:

- a. These duly adopted Rules and Regulations are one of the governing documents of the Association and the violation of any provision of any governing document may subject an Owner to sanctions as long as the Association has complied with the provisions of NRS 116.31.031. These sanctions include an Owner being prohibited for a reasonable period of time from voting on Association business, an Owner being prohibited from using the common area for other than parking or ingress/egress to or from any home and assessment of a fine (but not a construction penalty) upon the Owner, providing the violation is not one that threatens the health and safety of the Association or any member thereof.
- b. The Executive Board may not impose a fine pursuant to Section 1 unless (a) not less than 30 days before the violation, the person against whom the fine is to be imposed had been provided with written notice of the applicable provisions of the governing documents that form the basis of the violation and (b) within a reasonable time after the discovery of the violation, the person against whom the fine is proposed has been provided with written notice specifying the details of the violation, amount of the fine, the date, time and location of a hearing and a reasonable opportunity to prepare for, appear at and contest the violation at said hearing.

- c. Upon each violation, a Notice of Violation shall be provided to the Owner believed responsible for the violation, either by personal delivery or by mail, within 5 days of the violation being detected, observed or complained of. Any Owner may file a written waiver of hearing with the Association any time prior to a scheduled hearing to avoid the attendance requirement.
- d. A minimum \$50.00 per violation fine may be assessed for any violation of the Rules and Regulations. Each fine imposed may not exceed \$100.00 per occurrence, up to a total of \$500.00 per violation. Violations not cured within 14 days (or any longer period of time allowed by the Board) of the notice thereof being provided to an Owner are subject to being declared an ongoing violation and the Owner may be fined additionally for every 7 day period or portion thereof during which the violation continues, without the provision of any additional notice and not limited to a maximum of \$500.00. Note that past due fines may include collection fees, filing fees, recording fees, legal fees, postage or delivery fees and any other fee or costs in those amounts allowed by Nevada law.
- e. The Board must hold a hearing before a fine may be imposed, unless the person against whom the fine is to be imposed either, pays the fine, signs a written waiver of the hearing requirement or fails to attend the duly scheduled hearing after receipt of proper notice. If the governing documents so allow, the Board may appoint a committee or panel of not less than 3 members to review the circumstances and explanation for the violation, if any is presented and to impose fines. The committee or panel acts for the Board and is entitled to all privileges and immunities and are subject to all duties and requirements of the Board and its members. Any such hearing may be conducted in Executive Session unless the Owner requests in writing that the hearing be held in open session. In any event, deliberation and decision may be held in Executive Session after the full facts and circumstances of the alleged violation have been disclosed.
- f. These are the minimum procedural requirements that the Board or panel must follow in order to assess a fine. If a fine is assessed by the Board or appointed panel, the Owner fined shall also pay the costs of the proceedings, in a reasonable dollar amount based upon the time the matter has taken. The costs become an assessment upon the residence and the Owner and may be enforced through any lawful means, including lien sale and foreclosure. Unpaid fines, fees and costs shall bear interest at the legal rate until paid in full.
- g. Unpaid dues and assessments, special or regular in nature, are not fines and are subject to late charges. Charges are to begin 15 days after the due date and will consist of interest and late charges not to exceed the maximum rate permitted by law.
- h. The assessment amounts plus the charges and costs are all subject to enforcement against the Owner via lien and lien sale in every instance.

29. COMPLIANCE WITH LAWS:

Nothing shall be done or kept anywhere within the Project which violates within shall be done or kept anywhere within the Project which violates any local, State or Federal Laws, Ordinance, Statute, Rule or Regulation.

EFFECTIVE DATE OF RULES AND REGULATIONS:

The Association rules are effective 30 days from the date that notice of the rules or changes to the rules have been provided to the Owner. The Board upon proper motion

and vote may revise these Rules and Regulations at any time and such changes must be noticed to each Owner 30 days from the effective date for the new provision or changes.

IN WITNESS WHEREOF, said Board of Directors has caused this Resolution and Policy to be signed by its President and Secretary, this 17th day of October, 2007 for the adoption of these Rules & Regulations to be effective and enforced as of December 1, 2007, and direct its distribution to all Owners.

LEGADO COMMUNITY ASSOCIATION

By: 

Board President

By: 

Board Secretary