

**LAGUNA TERRACE HOMEOWNERS ASSOCIATION  
RULES AND REGULATIONS GOVERNING USE OF  
LAGUNA TERRACE TOWNHOMES  
“Amended”**

These Townhome Rules and Regulations are adopted for the benefit of the Owners of the Laguna Terrace Townhomes. They are intended to contribute to preserving the clean, attractive, natural environment and to enhance the value of the Owner's property in Laguna Terrace Homeowners Association. They are not designed to unduly interfere, restrict, or burden the use of the property.

All Owners and Tenants of Laguna Terrace Townhomes and their Guests are required to abide by these Rules and Regulations, which are meant to supplement the provisions of the Townhome Declaration (CC&R'S) and the Bylaws of Laguna Terrace Homeowners Association.

Owners must provide a set of Rules and Regulations to their Tenants and Guests. Any expenses incurred by the Association as a result of any action in derogation of these Rules and Regulations, or of the CC&R'S by the Owners, Tenants, or Owner's or Tenant's Guests will be levied directly against the Owner.

Violations to the Rules and Regulations should be reported in writing to Management.

The terms “Townhome Declaration,” “Bylaws,” “Board,” “Common Expense,” “Unit,” “Management,” “Association,” “Townhome Rules,” and “Owner” used in these Rules shall have the same meaning as set forth in the Townhome Declaration for the Laguna Terrace Homeowners Association recorded in the office of the Recorder of Washoe County, State of Nevada. As in the Townhome Declaration, the term “Common Area” includes “Limited Common Area.”

**QUIET ENJOYMENT:**

All Owners, Guests, and Tenants have a right to quiet enjoyment. Noise that disturbs the quiet enjoyment of the premises for the Owners, Tenants, or their Guests shall not be permitted. Owners, Guests, and Tenants shall maintain minimal noise levels before 8:00 am and after 10:00 pm.

Complaints must be signed with the Reno Police Department regarding any noise violations and reported to Management.

**The use of firearms and fireworks is prohibited anywhere on the property.**

## **COMMON AREA USAGE AND RESTRICTIONS:**

- A.. The public walkways and stairways of the buildings shall not be obstructed or used for any purpose other than ingress to and egress from the units in the buildings.
- B. No bicycles, skateboards, roller skates, tricycles, or other unregistered vehicles may be used on walkways. No personal property of any kind shall be left on Common Areas, including stairs, landings, walkways, and etc. nor shall anything be hung or shaken from the doors, windows, balconies, or placed upon the windowsills or the buildings.
- C. No use of the Common Area shall be conducted so as to damage or increase the maintenance of any part of the Laguna Terrace Homeowners Association or so as to disturb other people.
- D. No feeding of wildlife animals.
- E. Radio and television antennas and dishes may be installed only after approval of the Board.
- F. Access to roofs shall be restricted to persons authorized by the Board.
- G. Owners, Tenants, or Guests shall not perform any act which results in damage to the Common Area.
- H. Yard sales are not permitted in the Common Area.

**LIMITED COMMON AREA / PATIOS:** Patios are considered limited Common Areas reserved for the exclusive use of the Owners or Tenants of the unit to which they are attached and must be maintained by them.

- A. All patios and other exterior areas shall be kept in a clean and orderly fashion.
- B. No coverings such as plastic, wood or other materials may be placed on exterior windows.
- C. Laundry may not be hung outside at any time. Outdoor clotheslines or other outdoor clothes drying or airing on the decks or railings are not permitted.
- D. No unattended open flame barbecues are allowed. Propane, natural gas, and electric barbecues are permitted.
- E. No portable fire pits and fireplaces are allowed.
- F. Firewood is permitted only if neatly stacked, but not above three feet and not to exceed one half cord (64 cubic feet). Heavy loads of firewood will cause damage to the structures. Firewood is permitted for indoor use only.
- G. Outdoor patio furniture is permitted. No indoor furniture or storage of any kind may be stored on the patio.
- H. Yard sales are not permitted in the patio area.
- I. Owner shall not remove, damage, or disable any exterior light, regardless of the location, which is connected to the Association's, Common Area, electrical service.

## **CONSTRUCTION AND COMMON AREA IMPROVEMENTS:**

- A. Any construction, property improvements, and or physical alterations require prior written approval from the Laguna Terrace Homeowners Association Board

- of Directors and applicable governmental agencies. There must be one authorized Board Members signature on the Architectural Stamp accompanied with the detailed set of plans to be submitted to the building department for final approval.
- B. Each Owner must ask for a Certificate of Workers Compensation and General Liability Insurance as proof of in-force insurance prior to letting anyone perform any services on Laguna Terrace Homeowners Association property.
  - C. Any changes to the Common Area must be submitted in writing to the Board prior to any alteration to the Common Area. Improvements, maintenance, repair and landscaping of the Common Area shall be done only under the direction of the Board and shall be treated as a Common Area expense item. Owners may plant area adjacent to his/her unit at his/her own expense subject to Board approval.
  - D. Repair of damage caused by use of unauthorized alteration of the Common Area shall be assessed to the Owner responsible for such alteration.
  - E. All construction debris must be cleaned up daily and not deposited in the Association's dumpster. Material storage on Common Area requires Association approval. Project must have final Association approval for completion.
  - F. Awnings may be installed only after approval of the Board.
  - G. No portion of any drapes, blinds, curtains, shutters or other window treatments that are installed on the interior of any Residence, which may be seen from outside such Residence, shall be of a color, texture, or material, which in the reasonable opinion of the Board or Architectural Control Committee, is inharmonious with the exterior appearance of all Residences. The exterior side of all window coverings shall be white or off-white in color, unless another color is approved by the Board or Architectural Control Committee.

#### **SPORTS EQUIPMENT:**

- A. No basketball standards, fixed sports apparatus, or similar equipment shall be attached to the exterior of any Townhouse or permanently placed within the Common Area.
- B. Portable or movable basketball equipment or other movable sports apparatus are not allowed within the Common Area or where visible from adjacent Townhouses or street without the prior approval of the Board.

**SIGNS:** All signs displayed on the property shall be attractive and compatible with the design of the project. Signs shall comply with all applicable Federal and State Laws and Local Ordinances.

- A. Signs may be displayed by Declarant on the Common Area and on the Townhouse for rent or sale. One (1) sign of reasonable dimensions may be placed within the window of the Townhouse for rent or sale.
- B. Signs required by legal proceedings may be displayed.
- C. Non-commercial signs, posters, flags, and banners may be displayed in accordance with the provisions of the City of Reno Sign Code.
- D. Signs may be displayed by the Association to identify the project.
- E. Signs, posters, and notices approved by the Board or specified in the Rules and Regulations or in the CC&R's may be posted in locations designated by the Board.

## PETS:

- A. Owners may keep no more than a total of two (2) dogs, each of which may not weigh more than thirty (30) pounds, cats and other customarily un-caged household pets within the Owner's Townhouse. Owners may also maintain a reasonable number of small caged animals, birds, and fish.
- B. In no event shall any Owner, Tenant, or other occupant of a Townhouse, authorize, bring or keep within the Project: (a) any Pit Bull, Rottweiler, Doberman Pinscher, Mastiff, Canaria Presa, or any other breed known as a "fighting breed" or any dog being a mix thereof; or (b) any snakes, pigs, large lizards, spiders, rats or vermin. Owners are required to inform the Association of the type of breed of pet upon commencement of occupancy and provide the Association with proof of rabies vaccination of any dog kept in a Townhouse.
- C. Pets must be under control by their Owner at all times. Pets not on a leash will result in a fine and will be picked up by animal control.
- D. Barking dogs that disturb the peace and quiet of other Owners and Tenants will result in a fine to the Townhouse Owner. The Board shall have the right to prohibit the maintenance of any pet which, after Notice and Hearing, is found to be a nuisance to other Owners and Tenants.
- E. Dog Owners are responsible for immediate cleaning up of dog droppings. The Board can deny the privilege of keeping a dog to any Owner who violates this rule more than twice.
- F. Animals may not be kept for commercial purposes.

## ALL VEHICLES AND PARKING REGULATIONS:

- A. Speed limit is 10 M.P.H. maximum on common roadways.
- B. Passenger vehicles may only be parked in designated spaces within the Common Area or in the Owner's carport.
- C. Parking is permitted in paved areas only. No storage of vehicles permitted on common parking area or roadways. **Parking of boats, trailers, recreational vehicles, commercial or similar vehicles on Common Area longer than 48 hours or during a holiday weekend is prohibited**, or unless prior written approval is obtained from the Association Board.
- D. Motorcycles and Mopeds are prohibited on Common Area except for direct ingress and egress on paved areas.
- E. All inoperable, derelict vehicles with expired and/or no license plates and without current registration will be towed at Owner's expense.
- F. No vehicle repairs shall be permitted upon the Common Area. All automobiles that leak fluids must be repaired immediately. The Owner of the Townhouse to which the offending vehicle belongs shall be held responsible for the cost of all cleanup and asphalt repairs made necessary by the leakage.
- G. No camping or living in recreational vehicles shall be permitted.
- H. Carports shall be used only for the parking of one (1) vehicle. Carports shall not be used for storage and must be kept clean.
- I. Neither the Common Area nor carport may be used to wash, repair, construct, or reconstruct a vehicle.

- J. As long as applicable ordinances and laws are observed, including the requirements of the City of Reno Code, any vehicle which is in violation of this Declaration may be removed.

### GARBAGE:

- A. All garbage must be removed from the Townhouse in a timely manner so as to keep the premises clean and free of odor.
- B. No garbage or trash shall be picked up unless bagged in a container.
- C. All refuse containers and trash must be kept in the refuse closet provided for each Townhouse.
- D. Boxes must be broken down and deposited into the trash dumpster.
- E. Do not put ashes in refuse containers. Red metal containers marked "ASHES" are provided for ashes.
- F. Containers for garbage and trash must be kept inside the fenced area of each Townhouse when not put out on the day of collection.

### SWIMMING POOL

Hours are: Sunday through Thursday 9:00 AM to 8:00 PM  
Friday and Saturday 9:00 AM to 10:00 PM

- 1. Pool area may not be reserved for exclusive use. Other homeowners cannot be prohibited from using the pool during reserved parties.
- 2. All persons 13 years of age or younger must be accompanied in the pool area at all times by an Owner/Tenant who is 18 years old or older.
- 3. Trespassers found in the pool area may be prosecuted.
- 4. No pets are allowed in the pool area.
- 5. No glass containers of any kind are allowed in the pool area.
- 6. Proper swimming apparel is required. Swimming in street clothes is prohibited. No nude bathing is permitted, including children.
- 7. All litter is to be placed in trash containers.
- 8. Remove all personal belongings when leaving and leave area clean.
- 9. No furniture shall be removed from the pool area for any reason.
- 10. Residents shall exercise reasonable care to avoid loud disturbing or objectionable noises, especially after 8:00 PM, 7 days a week.
- 11. Any tampering with pool equipment or mechanisms is prohibited. Violators will be fined.
- 12. Swimming is at your own risk. There is no lifeguard on duty.
- 13. No running, jumping, or diving is allowed in the pool area.
- 14. No babies in diapers or children that are not potty trained are allowed in the pool unless they wear water proof, leak proof, swim diapers.
- 15. Use of the life preserver and pool equipment is reserved to help save lives. The pool safety equipment shall not be used for any purpose other than in the case of an emergency situation.
- 16. Radios and other noise generating devices are to be kept at an individual's private listening range. Earphones are recommended.
- 17. No obscenity, boisterous, or rough play is permitted in the pool area.

18. The gates to the pool area must be closed and latched at all times.
19. Any personal pool furniture or property abandoned in the pool area overnight shall be placed in the trash bin the following day.
20. The cabana area is available on a first come first serve basis.
21. No bicycles, roller blades, skates, skateboards, or similar devices are allowed in the pool area.
22. Use of BBQ's is at user's own risk. After using BBQ's, user should clean grill and ashes should be emptied into the ash can provided.

## **LAGOON**

1. Walking or wading in the lagoon is prohibited.
2. Swimming in the lagoon is prohibited.
3. Feeding of the fish or waterfowl in the lagoon is prohibited.
4. Placing of any other fish in the lagoon is prohibited.
5. Nothing may be placed in the lagoon by any person, at any time that may touch the bottom of the lagoon, or pose a nuisance or hazard, to the lagoon.

## **FITNESS ROOM**

Hours are: Monday through Sunday 8:00 AM to 10:00 PM

1. Access to the fitness room will be to those Owners who sign a use agreement acknowledging that they understand they are using the exercise equipment at their own risk, and that they will hold the Association harmless from any claims for any injuries caused by the use of the exercise equipment.
2. No one under the age of eighteen (18) is permitted in the fitness room, whether they are accompanied by an adult or not.
3. No glass containers or food of any type is allowed in the fitness room. Plastic water bottles are allowed.
4. Proper exercise clothing, including footwear, is required.

**DUES AND FINES:** All dues are paid monthly and considered late if postmarked 30 days after the due date.

- A. 18% (per annum) or 1 ½% (per month) of dues will be the late fee charged.
- B. Owners will be notified by mail for each and every fine. Owners will be fined a minimum of \$50.00 for each offense or violation of the Rules and Regulations. Violations will be determined by the Board.
- C. Fines will be added to the dues for payment the following month.
- D. Liens will be placed on units ninety days (90) in arrears on dues at the Owner's expense.
- E. Foreclosure proceedings on liens will begin on all Townhomes that are one hundred twenty days (120) in arrears on dues at the Owner's expense.
- F. Any offense or violations of the Rules and Regulations will result in a fine.
- G. Any request for waiver of any dues, assessments or discounts must be approved by the Board.

H. Payment schedules may be negotiated with the Board.

**GENERAL FINES:** Owners are subject to fines for violation of any of the Rules and Regulations contained in this document, CC&R's, and the Bylaws of the Association. Owners are responsible for the actions of their Tenants and Guests.

1st Offense	\$50.00
2nd Offense	\$75.00
3rd Offense	\$100.00
4th Offense	\$200.00

- A. Failure to clean up pet feces or dumping of pet feces or litter boxes on Common Area will result in a \$50.00 fine.
- B. Pets disturbance: 1st Offense \$50.00. Additional complaints will result in \$50.00 per occurrence until animal is removed.
- C. Pets Vicious: As determined by Animal Control or Law Enforcement Report. \$50.00 per day will be assessed until animal is removed.
- D. Gate, landscape, and fence damage: Reimbursement of cost to repair or replace damaged item. The Owner has five (5) business days to repair or make arrangements to repair damaged item. If not repaired, the Association will make repair at Owner's expense.
- E. Defacing Common Area: Reimbursement of costs to repair defacing. The Owner has five (5) business days to repair or make arrangements to repair damaged item. If not repaired, the Association will make repair at Owner's expense.

All fines within the same category will be held active for a twelve (12) month period. Additional violations will receive increased fine rates as noted herein. Violations which have no specific fine amount will increase as noted in General Fines.

**ACTIVITIES CAUSING INCREASE IN INSURANCE RATES:** Nothing shall be done or kept on any lot or in any improvements constructed on any Lot, or otherwise within the property which will increase any applicable rate of insurance or which will result in the cancellation of insurance or violate any laws. Nothing shall be done or kept in the Common Area which will increase the rate of insurance on the Common Area without the prior consent of the Board.

**APPEAL PROCESS:**

- A. Owners who wish to appeal a fine may do so by providing written notice of their intent to appeal to the Board of Directors via Management.
- B. Said notice of appeal shall be filed within thirty (30) days following receipt of the notice of violation and the appeal presented to the Board at its next regularly scheduled or special meeting.

**ADDITIONAL ENFORCEMENT RIGHTS:** Notwithstanding any other provisions to the contrary, the Association may elect to enforce any provisions of the Declaration, Bylaws, or any Rule or Regulation by self-help (specifically including, without limitation, the towing of any

vehicles that are in violation of parking regulations) or by legal means in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above.

### **LEGAL ACTION:**

- A. If at any time, the Association finds it necessary to bring legal action against an Owner, the costs of such legal action will be assessed to the Owner.
- B. Should a violation occur which imposes a financial obligation on the Association; the Owner responsible for said violation shall reimburse, by way of a Reimbursement Assessment, the Association for this financial obligation.

### **PROCEDURES FOR RESOLVING A VIOLATION**

- A. Violation of the Rules & Regulations may be reported by an Owner as a complaint or established by the Community Manager or the Board upon request of an inspection of the Property.
- B. A complaint from an Owner must be in writing and sent to the Board by regular mail or email. An Owner complaint will be followed up by a visual inspection.
- C. The Community Manager and a Board Representative will conduct periodic property inspections.
- D. A courtesy notification will be sent advising the Owner of the violation of the Governing Documents. The Owners will be required to respond within ten (10) days of the date of the notification of corrective action to be taken as outlined in the notification.
- E. If the Owner does not cure the violation or does not respond to the Board in regard to the Formal Notice, a hearing will be scheduled before the Board for determination of action to be taken by the Board and for issuance of fines, if warranted.
- F. If the Owner fails to appear for the scheduled hearing then the Owner has waived the right to a hearing and fines will be issued in accordance with NRS 116 and this policy until such time as the violation is cured. If the violation is not cured within fourteen (14) days after the hearing date, it will be issued every seven (7) days until the violation is cured.
- G. Failure on the part of the Owner to comply will necessitate Board action to correct the violation and charge back the costs to the Owner. If said fines and costs are not paid, the Board shall have the right to enforce the collection of all fines and costs in any manner authorized by the governing laws.
- H. The Association will maintain a record of each violation for which the Board has imposed a fine or other sanction as provided in NRS 116.

**RESPONSIBLE PARTIES:** Owners are responsible at all times. All warnings will be posted and mailed. Mailings will be weekly and reflect the posting date and the date for correcting the problem.

**TRANSFER FEES:** Transfer fees for change in owner upon sale of a Townhouse will be assessed in the amount of \$150.00. This fee amount may be changed by the Board from time to time.

**ADDRESS CHANGE:** The Owner is responsible for notifying the Community Manager of any address change. It is recommended that this notice be sent by certified mail and that the written notice be followed up with a telephone call one week later. For out of area Owners, it is recommended that a self addressed postcard be enclosed for the purpose of verification by the Community Manager.

**CONFIDENTIAL INFORMATION:** The Board requires that the Community Manager obtain from each Owner a confidential information sheet which includes information regarding, but not limited to, Owner, Agent, Tenants, pets, and vehicles. The Owner should inform the Community Manager of any change in this information.

**REVISION OF RULES:** These Townhome rules can be revised at any time by the Board as conditions warrant, provided a written communication is sent to each Owner advising of the change thirty (30) days in advance of its effective date.

The Rules and Regulations are adopted by LAGUNA TERRACE HOMEOWNERS ASSOCIATION Board of Directors on \_\_\_\_\_, and are effective \_\_\_\_\_.

LAGUNA TERRACE HOMEOWNERS ASSOCIATION



\_\_\_\_\_  
President, for the Board

12/9/08

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Dated