

**VILLAGE ESTATES HOMEOWNERS ASSOCIATION  
CONDOMINIUM RULES AND REGULATIONS GOVERNING  
USE OF VILLAGE ESTATES CONDOMINIUMS BY ITS OWNERS**

These Condominium Rules and Regulations are adopted for the benefit of the Owners of the condominiums at VILLAGE ESTATES CONDOMINIUMS. They are intended to contribute to preserving the clean, attractive, natural environment and to assure the peaceful enjoyment of VILLAGE ESTATES CONDOMINIUMS. They are intended to enhance the value of the Owner's property in VILLAGE ESTATES CONDOMINIUMS. They are not designed to unduly interfere, restrict, or burden the use of the property.

All Owners and tenants of VILLAGE ESTATES CONDOMINIUMS and their guests are required to abide by these Rules, which are meant to supplement the provisions of the Condominium Declaration (CC&R's) and Bylaws of VILLAGE ESTATES CONDOMINIUMS.

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.

**RESIDENTIAL USE:** VILLAGE ESTATES shall be used for residential purposes only. No **Commercial** Purposes are permitted.

- A. Nothing in this document shall prevent an Owner from renting or leasing his/her Unit, pursuant to all Washoe County Health and Building Codes.
- B. Any lease or rental agreement shall be in writing.
  - 1. All tenants shall abide and be subject to all provisions of the CC&R's, Bylaws, and the Rules and Regulations.
  - 2. Any lease or tenant agreement must specify that failure to abide by such provisions shall be a default under the lease and rental agreement.
- C. No Owner shall rent or lease his/her Unit for hotel purposes.
- D. No Unit shall be divided into two or more separate units or subdivided in any manner.
- E. No Owner shall rent or lease less than the entire Unit.

**QUIET ENJOYMENT:** All Owners, guests, and tenants have a right to quiet enjoyment. Activity creating noise that disturbs the quiet enjoyment of the premises for the Owners or their guests shall not be permitted. Owners, guests, and tenants shall maintain minimal noise levels before 7:00 a.m. and after 10:00 p.m.

Complaints must be signed with the Sheriff's Department regarding any noise violations and reported to management.

**COMMON AREA:** Outdoor Common Area, such as grounds and driveways, shall be used only for purposes of access except for those temporary activities that may be approved by the Board from time to time. No use of the Common Area shall be conducted so as to damage or increase the maintenance of any part of the Village Estates development or so as to disturb other people. No placement of personal items in the common area for an extended period of time is permitted.

There shall be no organized sports activities, overnight camping, picnicking, or fires, including barbecue fires, in the Common Area.

**COMMON AREA IMPROVEMENTS:**

- A. 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 expense item.
- B. Repair of damage caused by unreasonable use or unauthorized alterations of the Common Area shall be assessed to the Owner responsible for such use or alteration.

**LITTERING/TRASH:** There shall be no littering. Papers, cans, cigarette butts, garbage, and other trash are to be deposited in trash cans, and under no circumstances are such items to be dropped or left in the Common Area of the development. Trash receptacles may be placed in Common Areas only at times and places designated by the Board. Owners shall be responsible to keep the Common Area around their immediate area clear and free from any unsightly objects and from noxious or offensive odors.

**CHANGES TO EXTERIOR APPEARANCE:** Changes affecting the appearance of the exterior of the buildings, such as decorations, television and radio antennas, awnings, signs, sunshades, air conditioning equipment, fans, screens, screen or storm doors, terrace or balcony covers or enclosures, satellite dishes, etc., shall be made only with the consent of the Board. Owners may not affix names or numbers to the Units except those authorized by the Board.

**EXTERIOR BUILDING REPAIRS OR MODIFICATIONS:** No individual Unit shall be painted or repainted on the exterior or any construction done to alter or repair the exterior structure without prior written approval of the Board. All contractors shall have liability insurance and current Nevada Workers Compensation Insurance, and copies of same shall be on file with the Management Office prior to beginning of construction.

All proposed changes to the exterior of the buildings or grounds must be approved in advance by the Board in writing. A description, including drawings, coloring, type of material, etc., must be submitted with the request. Approval of any project by the Board does not waive the obligation of the Owner to obtain the required permits.

Owners are responsible for the immediate replacement of broken windows or missing or damaged screens.

**PERSONAL ITEMS:** Personal items such as bicycles, sporting goods, toys, and other personal articles and equipment must not be left outside the unit for extended periods of time.

**GARAGE AREAS AND PARKING:** The parking spaces in front of garages are for the exclusive use of the Owners, their tenants, and guests. Daily and temporary use only is permitted for visitors, delivery and service personnel. No vehicle shall be parked in such a manner as to impede or prevent ready access to another vehicle. Owners, tenants and guests will obey the parking regulations posted for the safety, comfort and convenience of all users.

No campers, recreational vehicles, boats, trailers, commercial vehicles or other unauthorized vehicles may be parked on Association property. No overnight camping is allowed on the property.

No vehicle may be stored without the written permission of the Board on terms and conditions set forth by the Board. Storage is defined as parking for more than 30 days while not occupying the Unit.

Violators' vehicles may be towed away at the Owner's expense. Owners are responsible for violations of their tenants and guests.

**PETS:** No animals or fowl shall be raised, kept or permitted upon the Common Areas or any part thereof excepting only domestic dogs, cats, and caged pet birds kept within the Unit. All pets brought on the Common Area of the project must be kept on leash and under the control of their owners so as to cause no undue noise or nuisance to others. Owners are responsible for removing any animal waste on the project caused by their pets. The Board may revoke or deny the privilege of keeping any pet to any Owner who violates this rule. All Owners who have pets shall hold the Association harmless for the actions of their pets.

**DECKS AND EXTERIORS:** Decks are considered limited common elements reserved for the exclusive use of the Owners or tenants of the unit to which they are attached and must be maintained by them. All decks and other exterior areas shall be kept in a clean and orderly fashion. When not in use, all personal items with the exception of patio furniture and barbecues must be kept within the Unit so as not to be exposed to the view of occupants of other Units. Nothing may be hung from windows, placed on window sills, or hung, draped or placed on the deck railings for an extended period of time. Owners are responsible for snow removal from the decks. Nothing may be stored above the level of the deck railing.

No open flame barbecues are allowed. Propane and electric barbecues are permitted.

**CHILDREN AND TOYS:** Any damage to the building or other Common Areas or equipment caused by guests shall be repaired at the expense of the Owners. Owners shall be held responsible for the actions of their children and guests. Toys are not to be left on the roadways or in front of garage doors for an extended period of time.

**HAZARDOUS MATERIAL:** No Owner shall use or permit to be brought into the condominium any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosive or articles deemed extra hazardous to life, limb, or property.

**INTERIOR OF UNITS:** From November 1<sup>st</sup> to May 1<sup>st</sup> thermostats are to be set no lower than 55 degrees in unoccupied Units. Association insurance does not cover damage caused by broken pipes as a result of freezing. Failure by an Owner to prevent frozen pipes shall result in the Owner being held responsible for damages to his or her Unit or any other Unit as a result of water damage or frozen plumbing problems.

**REAL ESTATE SIGNS:** No "For Sale" or "For Rent" or other signs, including real estate signs, are permitted. "Open House" signs may be permitted for a period not to exceed forty-eight (48) hours with approval of the Board of Directors.

**ENTRY BY MANAGEMENT:** The agents of Management, and any contractor or worker authorized by Management, may enter any Condominium at any reasonable hour of the day for any purpose permitted under the terms of the Declaration of Covenants, Conditions, and Restrictions, Bylaws, or Management Agreement. Except in the case of emergency, entry will be made by prearrangement with the Owner. It is the responsibility of the Owner to provide access to Management when requested. Management should be provided with a key to each unit. If Management is not provided a key to a unit, Management may gain access in an emergency in any way deemed necessary to prevent damage to a unit or to other units or to the building. Costs of emergency access and additional damage due to delay of entry will be borne by unit Owner.

**LAWS:** Federal, state, county, and local laws shall be enforced.

**FIREARMS:** The use of all firearms, air rifles, or pistols is strictly prohibited. Fireworks are prohibited.

**COMPLAINTS:** Complaints of violations of the Rules and Regulations must be made in writing to Management.

- A. If the complaining Owner is not satisfied with the resolution of such complaint, he or she should forward a copy of the written complaint to the Board of Directors for further action.
- B. If the Board feels the complaint is justified, it will take whatever action it deems necessary.
- C. The Board will supply the complainant with a written notice of its decision.

**DUES AND FINES:**

- A. Owners will be notified by mail for each and every fine. Owners will be fined fifty dollars (\$50.00) for each violation.
- B. Fines will be added to the dues for payment the following month.

**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 suit in law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above.

**REVISION OF RULES:** These Condominium Rules can be revised at any time by the Board as conditions warrant, provided a written communication is sent to each Owner advising him or her of the change in advance of its effective date.

These Rules and Regulations are adopted by VILLAGE ESTATES CONDOMINIUM ASSOCIATION Board of Directors on November 21, 2002, and are effective

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*Cary Lurie*  
President, Board of Directors