

RULES AND REGULATIONS OF MEADOWRIDGE HOMEOWNERS ASSOCIATION

Revised and Approved – June 2010

PREAMBLE

The nature of Association living requires that each of us as homeowners and members of a closed community recognize the special obligations and responsibilities of sharing ownership in a common area and living in harmony. It should be the desire of all residents to maintain an attractive, congenial, and pleasant living environment. Self-government of this community requires mature acceptance of restraints on our individual desires and life styles.

In accordance with the Association’s Covenants, Conditions, & Restrictions (“CC&Rs”), the Board has formulated the following Rules and Regulations in accordance with Article VI, Section 5, which states:

“The Board shall also have the power to adopt, amend, and repeal such rules and regulations as it deems reasonable (the “Association Rules”) which may include the establishment of a system of fines and penalties as enforceable as Special Assessments, all as provided in the By-Laws....”

These Rules and Regulations shall be enforced by the Board with the assistance of the community manager of the project under contract with the Association Board.

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RULE 1

OWNER'S RESPONSIBILITIES

It is the homeowner's responsibility to see that all tenants, guests, and persons inhabiting their Unit are in compliance with the Rules and Regulations of the Association as adopted in the governing Declaration of Covenants, Conditions, and Restrictions and as adopted in the following Rules and Regulations.

- 1.1 The Rules and Regulations set forth below apply to homeowners and occupants of the Project. It is each individual homeowner's responsibility to make certain, if they lease or rent out their Unit, that the tenant receives a copy of the Rules and Regulations.
- 1.2 These Rules and Regulations do not supersede the By-Laws, Covenants, Conditions and Restrictions or Nevada Revised Statutes Chapter 116.
- 1.3 Any assessments for the violations of the CC&Rs, these Rules, or the Bylaws shall constitute a Special Assessment pursuant to Article III, Section 8 and shall include any and all expenses, costs, damages, attorney's fees, costs, interest or other charges determined to be appropriate by the Board,

RULE 2

BUILDING AND GROUNDS

The concept of association living involves a common scheme and design plan characterized by uniformity in exterior building design and color as well as landscaping.

The Association Board has the responsibility for maintaining this design plan and retains the authority to make all decisions regarding the community owned building exteriors and grounds. The following are the rules regarding buildings and grounds.

2.1 Occupancy

- A. No homeowner, occupant and/or guest shall interfere with the enjoyment, comfort, rights or convenience of any other homeowner and/or occupant, nor annoy any homeowner and/or occupant by loud or unreasonable noise or by any nuisance.
- B. No overnight, temporary or permanent occupancy within any motor home, recreational vehicle, camper, trailer or boat shall be allowed on any portion of Meadowridge.
- C. No temporary garage, shed, tent, trailer structure of any kind shall be permitted for any purpose except for use related to construction and/or repairs unless with prior

written Board approval.

- D. GARAGE SALES, "tag" sales, "estate" sales and the like are prohibited.

2.2 **Building Exteriors**

- A. The Association shall repair or maintain any damaged Common Area or Community Facilities which resulted from the intentional, negligent, or careless acts by any owner, lessee, or guest of an owner or lessee. all costs and expenses incurred of whatsoever nature shall be borne entirely by the owner. A lien shall be maintained on the unit in question for any expenses, including attorney's fees and costs of collecting such expenses, until payment in full has been made.
- B. Each owner shall, at his own expense, maintain the exterior of his Residence, walls, fences and roof of such Residence in good condition and repair. This shall include but is not limited to repainting or touch-up painting on fences, garages, house trim, and mailboxes, replacing shingles, and repairing damaged garage door panels.
- C. If an owner fails to keep his Residence in good condition and repair in the discretion of the Board and fails to remedy the deficiencies after receiving written notice from the Association stating an appropriate time frame for such remedy, , the Association shall have the irrevocable right to enter and perform necessary repairs and maintenance of such Residence. At such time, the Association, at its discretion, may assess the owner all expenses incurred in connection with the repairs and maintenance. If an assessment is made, a lien shall be maintained on the unit in question for any expenses, including attorney's fees and costs of collecting such expenses, with or without formal legal action until payment in full has been made.
- D. All windows must be hung with drapes, curtains, blinds or shutters. No other types of window coverings, including but not limited to, paper, aluminum foil, sheets, etc., can be used.
- E. Window Specifications: New windows must be of the same size, shape and color as the windows to be replaced. Any change, including a proposed color harmonious with the existing color of the house, must be approved by the Board prior to any installation of new windows.
- F. Painting: Maintaining exterior paint in good condition and repair is the responsibility of the homeowner, including repainting of the entire house. All exterior painting shall be in the exact colors and patterns as originally used in the development. Paint colors and combinations shall be limited to those already in use in Meadowridge. Permission must be obtained in writing from the Architectural Committee for a change from the original color of the House and the change must be consistent with the colors and combinations as originally used in Meadowridge.

- G. Roofing Specifications: Repair and replacement of roofing is the responsibility of the homeowner. The roofing requirements for the Meadowridge Homeowners Association are as follows:
- a) The roof must have a minimum 30-year warranty.
 - b) The roof must be Class "A", wind-resistant, fiberglass and in earth tones, preferably gray or brown.
 - c) The roof must have three-dimensional, pre-formed ridge/rake shingles.
 - d) An owner must complete an Architectural Committee Approval Form and submit it to the Committee, along with a roofing sample, and color sample.
 - e) No roof may be replaced without prior written approval from the Committee. (We have accepted "Timberline", but any maker who meets above specifications would be acceptable.)
- H. Driveways: Homeowners in the lower portion of Meadowridge, where driveways are not located on common area, may utilize pavers for driveways and walkways. Flagstones or other similar material may be utilized for walkways only, but must not be used for driveways. Written approval of the design and color of the proposed installation must be received by the homeowner from the Architectural Committee prior to beginning installation of the pavers or walkway materials. The pavers and walkway material must be a color consistent with the color of the home. No obvious patterns, bright colors, or other designs inconsistent with the earth tones and other colors utilized in the subdivision will be allowed.

Homeowners in the upper portion of Meadowridge, where driveways and walkways are located on limited use common area, may utilize pavers, flagstones, or similar materials for walkways leading from the homeowner's front gate to the driveway. Written approval of the design and color of the proposed installation must be received by the homeowner from the Architectural Committee prior to beginning installation of the pavers or other walkway material. The pavers or other walkway material must be a color consistent with the color of the home. No obvious patterns, bright colors, or other designs inconsistent with the earth tones and other colors utilized in the subdivision will be allowed. Maintenance, repair and replacement of the pavers or other walkway material, and the cost to do so, will be the responsibility of the homeowner and future homeowners. If the walkway becomes unstable, unsightly or unsafe, the homeowner is subject to notification by the Association of the need for repairs or replacement. Such repairs must be done in the time frame determined by the Association.

In both the upper and lower portions of Meadowridge, the homeowner will be responsible for the cost of repairs of damage to drainage, plants and other common area improvements and any expenses incurred in collecting such costs assessed which are determined to have been caused by the installation of a walkway or driveway. A lien shall be maintained on the unit in question until payment has been made.

- I. Garage Doors: Garage doors with windows are permitted to be installed if the following criteria are met by the homeowner:
- a. Garage doors, glass and colors must be approved in writing by the

Meadowridge Homeowner Association's Architectural Committee prior to installation.

- b. Doors must display a wood-like veneer texture or pattern.
- c. Windows in the garage door are not to exceed one (1) single row horizontally.
- d. Windows will be **without** design, lettering or other patterns. Glass will be either clear or frosted.
- e. Garage doors must be painted no more than two (2) colors, both of which must be consistent with the color of the house or garages.

2.3 **Fences & Gates**

- A. Maintaining fences in good condition and repair is the responsibility of the homeowner, including recapping when needed.
- B. Fencing shall be of only two types – Capped Board or Split Rail, according to the following guidelines.

1. Capped Board Fences

- a) Capped board fences may be no more than six (6) feet in height, in conformity with your neighbors' height and style of fence.
- b) Except for the gates, the entire fence must be capped with 2 x 4 or 2 x 6 inch boards.
- c) Slats must be made of redwood or cedar.
- d) Fences must be stained in the cinnamon color existing in Meadowridge (the correct color is available from Home Depot and is Behr Deck-Plus Solid Stain, cinnamon 328B). The Association is responsible for staining the outside of fences adjacent to common areas.

2. Split Rail Fences

- a) Split rail fences must be stained cinnamon color or left natural.
- b) Two or three cross beams may be used.
- c) Split rail fences may be up to four feet in height.

3. Posts

- a) The supporting posts for both Capped Board Fences and Split Rail Fences must be 4 x 4 or 4 x 6 inch, set in cement footers, which extend above ground level.
- C. All gates must be picket or wrought iron and these materials can be used in front or back. No wire may be added to any gate.
 - D. Should it be necessary to install Dog Guard, it must be of heavy duty cyclone fencing of the 2 inch mesh type and permanently installed or wrought iron bars welded onto the gate. These guards must be painted flat black.

2.4 **Maintenance of Landscaping and Grounds**

- A. The Board has exclusive responsibility and authority for repair and maintenance reasonably necessary to keep in good condition and appearance all landscaping of the common area. The Board shall make all decisions regarding the extent, type, design and general appearance of lawns and landscaping. The Meadowridge Homeowners Association shall maintain all common area.
- B. Repairs or maintenance of the Common Area necessitated by intentional, negligent or careless conduct of an owner, lessee, or guest of an owner or lessee shall be accomplished by the Association; but the Association, at its discretion, may assess the owner for such repairs. If an assessment is made, a lien shall be maintained on the unit of said owner until payment has been made.
- C. Any plants, trees, shrubs, grasses, ornaments shall be selected to be compatible with and in harmony with surrounding structures and topography. The minimal requirement for landscaping requires that the ground shall be covered by vesquilen and the vesquilen covered with salt and pepper stones. No tree may be removed from any residence unless approved by the Architectural Committee.
- D. Homeowners may plant trees within their property line as long as the trees are approved according to the City of Reno and or Washoe County regulations. If a tree has susceptibility to disease and or propensity for the roots to damage pipes and walks or driveways, the homeowner should use caution if planning on installing such trees.
- E. No fruit trees are permitted adjoining greenbelt areas or sidewalks.
- F. Excessive weeds shall not be permitted.

2.5 **Maintenance of Recreational Facilities**

- A. The Association has exclusive responsibility and authority for repairs and maintenance reasonably necessary to keep all recreational facilities situated in the common area in good condition and appearance.
- B. The Association shall repair and maintain any damaged Common Facility which resulted from the intentional, negligent, or careless acts of any owner, lessee, or guest of an owner or lessee. ; But the Association, in its sole discretion, may assess the owner for such repairs. If an assessment is made, a lien shall be maintained on the unit of the owner for any expense incurred, including attorney's fees and costs of collecting or assessing such expenses until payment in full has been made.

2.6 **Modification of Building Exteriors and Grounds**

- A. No alteration, modification, addition, or change in the exterior design or finish of any building, structure, wall or fence, grading of property and landscaping (which will

hereinafter be referred to as "exterior changes") shall be undertaken by any owner or lessee without obtaining prior written approval of the Architectural Committee.

All plans must be submitted in writing to the Architectural Committee at:

Meadowridge Architectural Committee
c/o Western Nevada Management, Inc
804 Mill Street
Reno, Nevada 89502

- B. Any unauthorized change or alteration shall be restored to the original condition, common scheme, or design by the direction of the Board and at the expense of the owner.
- C. No owner or lessee shall take any action or permit any action to be taken that will impair the structural soundness or integrity or safety of any building or other structure in the Project or impair any easement or right on personal property which is a part of the Project, without prior written Board approval.
- D. No owner or lessee shall erect any television, radio, or other aerial, larger than 22" in diameter on the exterior of any building, within any portion of Meadowridge Homeowners Association or attached to any home therein. Antennas smaller than 22" in diameter shall be permitted provided that they do not protrude above the top peak of any roof line and must be painted to match whatever they are attached to (i.e.: the roof or fascia boards, etc.) All proposed antenna installations must be submitted to the Architectural Committee and approved in writing by the Board of Directors prior to installation. No other type of antenna is permitted. For questions on requirements, you may contact management.
- E. No radio, ham radio or "C.B." antenna of any kind or type shall be permitted upon any residence site, residence building or common areas.
- F. Nothing may be attached to, displayed, or hung from the exterior of any building, fence, shrub or tree. This includes, but is not limited to signs, (not including approved real estate for sale signs (see rule 2.6.G.), laundry, rope, etc. Holiday lighting and decorations are acceptable during the month of December. All holiday decorations must be removed by January 15th.
- G. Signs advertising units for sale, lease or rent are not permitted on units or any green belt area with the exception of "For Sale" signs, which are neat and dignified, with a size not to exceed 18" x 24", and limited to one sign. Open house signs for real estate sales are allowed during the time a unit is in the control of an on-site real estate agent and/or owner.
- H. Political signs may be erected on a unit owner's property, subject to the following conditions:

- a) All political signs exhibited must not be larger than 24 inches by 36 inches.
 - b) If the unit is occupied by a tenant, the unit's owner may not exhibit any political sign unless the tenant consents, in writing, to the exhibition of the political sign.
 - c) All political signs exhibited are subject to any applicable provisions of law governing the posting of political signs.
 - d) A unit's owner or an occupant of a unit may exhibit as many political signs as desired , but may not exhibit more than one political sign for each candidate, political party or ballot question.
 - e) No political sign may be posted in the common area of the Association.
- I. Basketball hoops must be bolted to the unit over the garage door. The owner must obtain written approval from the Architectural Committee before installing a new hoop. An exception shall be made if the roofline of the unit does not permit the board to be attached over the garage. In this case, with Architectural Committee approval, the owner may use a free-standing, portable basketball hoop on the driveway. Under no circumstances can a basketball hoop be bolted to the ground. If an owner already has a portable hoop, it will be allowed, however, the Board requests that when not in use, the hoop be stored out of sight in the back yard. In all cases, the basketball hoop and board must be kept in good condition.

RULE 3

REFUSE DISPOSAL & CONTROL

- 3.1 Owners, lessees and guests are responsible for placing all refuse **inside** appropriate containers. Any large boxes should be broken down. It is recommended that plastic bags be used and sealed to prevent undue odors. No refuse is to be stored even temporarily in common areas.
- 3.2 It is the resident's responsibility to see that the trash container is moved to the street for pickup. Garbage cans must not be put out before Sunday and must be removed from sight by Tuesday morning. Garbage cans must be stored behind a six (6) foot fence or in the garage at all other times, or a violation fine could be assessed. Any violation that re-occurs within a three-month or lesser period may be deemed a continuing violation.
- 3.3 Any garbage placed in a can without a lid must be sealed in a plastic bag.
- 3.4 No garbage, refuse, discards or obnoxious, offensive materials shall be permitted to accumulate on any portion of the subject property, and the homeowner and/or occupant thereof shall cause all garbage and other like materials to be disposed of

by, and in accordance with, accepted sanitary practice.

- 3.5 No owner shall keep or permit to be kept any unsightly object or objects in and about his/her unit that are visible from the exterior of such unit. The definition of unsightly is at the sole discretion of the Board.
- 3.6 There shall be no littering of the streets or common area of this subdivision by any Homeowner, occupant.
- 3.7 Trash and ashtrays are not to be emptied into the driveways or streets or common areas.

RULE 4

STREETS AND PARKING AREAS

- 4.1 **Street Use and Restrictions** Vehicles are subject to towing at the vehicle owner's expense.
 - A. All of the streets within the complex are private streets subject to the complete control of the Association.
 - B. The speed limit on all streets shall be a maximum of 20 miles per hour. All posted signs must be obeyed. Note: speed bumps or other traffic controls may be used in the development.
 - C. No motorcycle of any type or kind, inclusive of motorized bicycles, go-carts or mopeds that are not equipped with appropriate muffling device shall be operated upon any portion of the project.
 - D. The movement and operation of any or all vehicles is limited to the paved roadways and respective parking areas of Meadowridge Homeowners Association property. No vehicles of any kind shall enter upon any portion of the landscaped areas or sidewalks. Sprinkler and lawn damage can occur easily.
 - E. Fire lanes must be kept clear at all times.
 - F. Guest parking is allowed in individual driveways and in designated guest parking areas only. Homeowners are not allowed to park in the guest parking or on the street for longer than a twenty-four (24) hour period.
 - G. Parking in driveways is permitted by the homeowner, provided that adjacent driveways are not obstructed in any way.
 - H. Parking of recreational vehicles or equipment of any kind (including trailers, campers, trailer coaches, buses, house cars, camp cars, motor homes, or any

similar type of equipment or vehicle), must comply with the CC&Rs, Article XI, Section 5. Prior written Board approval is required.

RULE 5

CONTROL OF PETS

- 5.1 **Control of Pets** All applicable Washoe County and City of Reno ordinances shall constitute a rule of the Association pertaining to health, safety and welfare, such as the leash law, registration, shots, proper disposal of animal waste, noise, etc. In addition to any remedy of the Association, repeated violations of the leash law could result in impoundment of the animal by the Washoe County Animal Services.
- A. No animal or fowl of any description shall be raised, housed or kept on Meadowridge Homeowners Association property except dogs, cats or other household pets that are of such nature as not to interfere with the safety, comfort and quiet enjoyment of adjoining owners; provided they are not based or maintained therein for any commercial purposes.
 - B. No pet shall be permitted outside the owner's unit in any common area unless secured by a leash or other suitable restraint. Animals must be restrained on the common area. In addition to other remedies, any pet found running loose will be turned over to the Washoe County Animal Services.
 - C. No pet shall be left unattended in any common area, even though secured on a leash or other suitable restraint. No pet shall be allowed if such pet behaves as a nuisance or is a danger to inhabitants of the complex.
 - D. Written notice to control the animal will be given by the Board to any pet owner whose pet unreasonably creates a disturbance by barking or other disturbance. In such a close community, it is the obligation of each homeowner and/or occupant to respect the privacy and quiet enjoyment of all individuals in the community at all times.
 - E. If after notice and assessment of a fine an owner continues to fail to control the pet residing in his unit and creating a disturbance, then the Board may, at its absolute discretion, order the owner to remove the pet from the complex.
 - F. No feeding of animals in the common area is permitted.
- 5.2 **Cleaning Up After Pets**
- A. The owner of the unit in which a pet resides has the responsibility to cleanup after the pet. Pets must be cleaned up after IMMEDIATELY. Pet waste should be stored in a container with a tight-fitting lid that meets the requirements of the local garbage removal service.

- B. Owners who neglect to clean up after their pets will be assessed for the additional maintenance expense. A report will be made to the Board on a monthly basis of additional maintenance expense incurred and, if possible, which units were responsible.
- C. A lien shall be maintained upon the unit in question including attorney's fees and costs of collecting such expenses until payment in full of damages, expenses and/or fine charges has been made.

5.3 **Liability for Damage**

- A. The owner of the unit where a pet resides shall be liable for all damage to any building, common area, landscaping, or other property, as a result of the activity of such pet.

RULE 6

COMMON AREA RULES

6.1 **Common Area Rules**

- A. Residents are not permitted to climb on fences or trees and shall not engage in any activity including but not limited to bicycling or skateboarding in unsafe areas which is possibly harmful or damaging to themselves or to any building, landscaping, or the common area.
- B. No wheeled vehicles of any kind (with the exception of wheelchairs or maintenance equipment) are allowed on the lawn areas.
- C. Any person in the common area with toys, sporting equipment, etc. is required to take those toys, etc. with them when leaving the area. Should anything be abandoned, it will be collected by an employee or agent of the Association or an adult may retrieve the article. A storage and/or removal charge may be assessed.
- D. Animals or people are not allowed to swim in the pond.
- E. There shall be no harassment of the fowl and/or wild animals living around the ponds.
- F. Employees or agents of the Association are hired specifically for maintenance of the common areas and facilities. Employees or agents are not allowed to perform any work for homeowners or residents in their individual yards, or on their individual units, during their normal working hours for the Association. The employees are hired or agents retained for the benefit of all, not just a few. To the extent possible, homeowners and residents are requested to hire outside landscapers/contractors for individual work. Any work performed for individual residents or homeowners by employees or agents of the Association must be scheduled for the employees' or

agents' day off, or for the hours before and after the employees' or agents normal working hours for the Association. Under no circumstances will Association tools be used for private use. Under no circumstances will any agreement made between a private homeowner and an employee or agent be the responsibility or liability of the Association.

6.2 **Liability for Damage**

- A. Owners or lessee shall be liable for **all** damage to any building, common area, or landscaping resulting from the activity of their family and/or guests.
- B. A lien shall be maintained upon the unit in question until payment in full of damages assessments, including attorney's fees and costs of collecting such assessments has been made.

RULE 7

PROHIBITION OF NUISANCES

7.1 **Definition**

- A. Nuisance is defined as any activity, condition or thing, which causes trouble, annoyance, or inconvenience and disturbs the privacy and quiet enjoyment of the complex.
- B. The Board shall, at its sole discretion, determine what constitutes a nuisance.

7.2 **Prohibition and Control**

- A. No owner, lessee or guest of an owner or lessee shall maintain any nuisance in or about the complex.
- B. The Board shall, at its sole discretion, give notices for the abatement of nuisances and assess fines against owners who refuse to comply with such notices.
- C. No businesses are allowed to operate on the complex. This includes, but is not limited to, such things as car repairs and childcare.
- D. Construction Procedures. The following standards apply to any construction, whether performed by a homeowner or a contractor. Prior to the commencement of any construction activity on any lot or parcel, the owner and/or contractor shall rope off those areas not intended for actual construction or staging to protect the site from unnecessary damage to foliage and to reduce erosion and dust problems. The site shall be kept in a clean and orderly fashion at all times and the contractor shall have approved sanitary facilities on site as well as a garbage dumpster or other suitable device for regular removal of trash. No construction materials shall be

stored on roadways, pathways, trails, green belts, open space, or any common area, unless on individual driveways. Construction work hours shall be limited to 8:00 a.m. to 8:00 p.m., Monday through Saturday. The Committee may require the contractor to submit an erosion protection plan to control possible sedimentation travel to parks, green belts, waters, or other common area when in the opinion of the Committee it is deemed necessary or when required by Washoe County or the City of Reno as a condition of approval of any project. If requested, this plan must be submitted prior to any construction activity and carried out diligently

RULE 8

MEADOWRIDGE RECREATION CENTER **GENERAL RULES**

- 8.1 **Recreation Center:** Listed below are the Recreation Center Rules that will assist you in understanding your club regulations. Owners are responsible for reading and understanding the Rules and Regulations to the best of their ability and read them over with all of the household members so they will also understand the rules of the Clubhouse.
- A. Anyone using the facilities of the Recreation Center does so at their own risk and such use constitutes an assumption of all risks.
 - B. No pets are permitted on the premises.
 - C. ONLY unbreakable containers are permitted outside the clubhouse.
 - D. Only guests in residence and other guests accompanied by property owners may have use of the Recreation Center Facilities.
 - E. Meadowridge employees and their immediate families shall have full use of the Recreation Center Facilities.
 - F. Meadowridge reserves the right to restrict facility use by individuals who continually abuse and ignore the rules as published.
- 8.2 **Recreation area (Tennis/Basketball Courts and Playground)**
- A. Tennis court/Basketball courts and Playground will be open from sunrise to 10:00 P.M.; entrance **being gained by a key.**
 - B. Playing time is limited to one hour if others are waiting to play. Players waiting to play are asked to wait outside of the courts.
 - C. No food or drinks will be permitted on the sport courts, with the exception of water in plastic, unbreakable containers.

- D. On the basketball/sport court only basketball or tennis will be played at one time. The one hour of play will also apply to this court.
- E. All players must wear soft soled, non-marking shoes or basketball shoes.
- F. All players and spectators must exercise common courtesy to players on other courts.
- G. The Tennis Court/Basketball Courts and Playground are for Meadowridge Homeowners and Residents, and their guests only. An owner or resident must accompany all guests.
- H. The Tennis Court area is for tennis play ONLY. Skateboards, roller skates, bicycles, etc., are not permitted in the sport court area at any time.
- I. Tennis Court or Basketball Courts shall be a first come first served basis.
- J. Pets are not allowed within the Recreation area. No exceptions.

8.3 Swimming pool and Jacuzzi

The swimming pool is for your convenience, pleasure and enjoyment. Please use good judgment in keeping noise levels down at all times and follow all safety precautions. The Association has the right to suspend the use of the recreation/pool area for any period during which the assessments are more than thirty days delinquent. **THERE IS NO LIFEGUARD ON DUTY! BE PREPARED TO PROVE RESIDENCY AT ALL TIMES.**

- a) Pool hours are 8:00 AM – 10:00 PM daily. Any use during hours other than these specified will result in the police being notified and/or pool privileges being suspended.
- b) Persons age fourteen (14) and under without proper swimming skills must be supervised by an adult with proper swimming skills at all times.
- c) Persons age four (4) or younger in the swimming pool must be accompanied in the water by an adult 18 years or older with proper swimming skills.
- d) Guests may be invited, but must be accompanied by the member. No more than two (2) guests at a time at the pool.
- e) No glassware or breakable containers are permitted inside the pool or Jacuzzi area. Plastic and metal containers are permissible.
- f) No food of any kind, or smoking, is allowed in the pool area.
- g) Absolutely no pets are allowed within the pool area at any time.
- h) Running, jumping, and other noisy and/or boisterous behavior is not permitted, nor will such behavior be tolerated.
- i) Radio or television listening must be done with the use of headphones or earplugs.
- j) All persons using the pool must read and follow the rules that are posted in the pool

area.

- j) Individuals are responsible for removing all personal belongings from the pool area when leaving. **The Association will not be responsible for any article lost, stolen, damaged, or removed from the pool area.**
- k) No individual with visible cuts, abrasions, or open sores will be permitted in the pool for obvious health and safety reasons .
- l) Swimsuits are to be worn in the pool and pool enclosure areas at all times. No cut-offs, jeans, T-shirts, or any other form of street clothing is permissible to be worn in the pool as they interfere with the pH balance of the water.
- m) The pool will be open for use from late spring to early fall unless otherwise posted.
- n) No wheeled vehicles (with the exception of wheelchairs or maintenance equipment) will be allowed in the Recreational/pool area at any time.
- o) Your pool key must be shown upon request. The individual receiving a pool key from management assumes responsibility and liability for anyone admitted to the pool area with their key.
- p) No locks are to be placed on the lockers in the shower building overnight. These lockers are for each member's use, and not intended for permanent use.
- q) Gates must be kept closed at all times.

Everyone's cooperation is needed in keeping the pool in acceptable condition. Any foreign material in the water makes the daily maintenance task extremely difficult. The Washoe County Health Department has very strict regulations. They perform "surprise" inspections all summer long, and they will close the pool any time they cite any of the above-mentioned rules being violated.

8.4 **Playground Rules**

The playground is for your convenience, pleasure and enjoyment. Please use good judgment in keeping noise levels down at all times and follow all safety precautions. Shoes must be worn at all times, and glass containers are not allowed in the playground area.

RULE 9

VANDALISM

9.1 **Vandalism will not be tolerated!** If vandalism occurs, every effort will be made to determine the perpetrator(s) and if the vandal resides within Meadowridge, then not only will repair costs and penalties be assessed against that household, but ALL occupants of that address will be barred for an entire year from all recreational facilities.

9.2 Vandals will be prosecuted to the full extent of the law!

RULE 10

MONTHLY ASSESSMENTS

- 10.1 **Delinquent Procedure** – Included with these Rules and Regulations is a Assessment Collection Policy that was approved by the Board of Directors in March 2010.
- A. Payments are due on the 1st (first) of each month.
 - B. A late fee of \$10.00 will be assessed on the 16th of each month.
 - C. A “10-day notice” (intent to turn the account to an attorney or professional collection company) will be issued after sixty (60) days delinquent.
 - D. If all amounts have not been received within ninety (90) days after the original due date, the account will be turned over to an attorney or professional collection company to collect and to proceed with the notice of delinquent assessment and claim of lien and notice of default and election to sell process. Once an account goes to collection the owner must deal directly with the attorney or collection company to remedy the delinquent account in full. The owner will be responsible for paying all legal and associated fees incurred.

All above referenced notices will be mailed to the record owner(s) at the last mailing address provided in writing to the association by such owner(s) and as required by law.

The Association shall charge a “returned check fee” for all checks and electronic payments returned as “non-negotiable”, “insufficient funds” or any other reason.

All payments received by the association, regardless of the amount paid, will be directed to the oldest assessment balances first, until such time all assessment balances are paid and then to late charges, attorneys fees, and costs for collection unless otherwise specified in writing or as may be required by law.

Since all conceivable circumstances cannot be reduced to rules, members are requested to cooperate with the intent of these rules.

RULE 11

COMPLIANCE & REMEDIES

11.1 **Compliance**

- A. Each owner and lessee shall comply strictly with the provisions of the Association Declaration and these Rules and Regulations as the same may be amended from time to time.

- B. The community manager of the complex under contract with the Association Board shall assist the Board in enforcing these Rules and Regulations.

11.2 **Remedies**

- A. The Board may levy special assessments and fines for violation of these Rules and Regulations and the CC&Rs.
- B. Failure to comply with these Rules and Regulations or the CC&Rs shall be grounds for an action to recover sums due for damages or injunctive relief, or both, by the Board or Manager, on behalf of the owners, or in a proper case, by an aggrieved owner.
- C. Failure to pay any fine (Special Assessment) within 30 days after levied will result in the Association proceeding with a notice of delinquent assessment and claim of lien against the Member's home as specified in the CC&Rs, Article IV.
- D. Any other legal remedies may be undertaken by the Board of Directors in the enforcement of these rules, the cost of which will be the sole responsibility of the Homeowner in violation.

11.3 **Additional Penalties**

- A. Any homeowner damaging a building, landscaping, common area and/or other home within the association will incur personal liability by direct actions or failure to control their guests, tenants, household members or pets.

11.4 **Violation Submitting Policy**

The Violation Submitting Policy has been adopted for uniformity and procedural reasons. This policy adheres to the Association's Covenants, Conditions and Restrictions, By-Laws and Rules & Regulations as adopted.

1. All violation information must be in writing. The complaint must give the address of the violator as well as the violation, date and time of the occurrence.
2. The complainant will be held in confidence (unless otherwise requested), until the need for a hearing arises. The complainant will then be asked to attend the hearing to support his or her allegation.
3. All letters of complaint will not be distributed unless required by law or subpoenaed by a Court of Law.

11.5 **Hearing procedure**

The Hearing and Fine Policy has been adopted for uniformity and procedural reasons to allow the Homeowners due process. This policy adheres to the CC&Rs, By-Laws and Rules & Regulations as adopted and will serve as a means to enforce compliance with them.

- A. Each owner alleged to have violated a Rule or Regulation will receive written notice of the alleged violation. If the Board considers imposing sanctions, the owner will also receive notice of a hearing with the Board of Directors about the alleged violation.
- B. If the violation will be corrected, a communication must be made in writing, to the Board of Directors, through Western Nevada Management, 804 Mill Street, Reno, NV 89502. The communication must include the exact date the violation will be corrected.
- C. Continuing violations will result in the fine(s) listed in the Fine Schedule to be levied without further notice. An additional fine in an amount up to \$100 will be included in the monthly billing statement each month until the deficiency is corrected.

11.6 Failure to Maintain Property to Established Standards

Homeowners whose properties are failing to abide by established standards of the Meadowridge Community, as determined by the Architectural Committee (either through the committee's twice annual walk-through inspections or by other means), will be advised of their deficiency in writing by the Management Company and will be requested to take action as follows:

- 1. Attend a scheduled hearing before the Homeowners Association Board to challenge the deficiency notice, or
- 2. Notify the Management Company in writing within 30 days that the deficiency has been corrected, or
- 3. Respond, in writing, to Management within 30 days that the deficiency has been acknowledged and providing a commitment date when the deficiency will be corrected.

The homeowner, after notice and hearing, may be fined in an amount up to \$100 being included in the homeowner association billing statement mailed out for the month following the expiration of the 30 days notice. An additional fine in an amount up to \$100 will be included the monthly billing statement each month until the deficiency is corrected without further notice and hearing. There is no limit to the amount a homeowner may be fined.

11.7 Failure to Obtain Approval for Architectural Changes to Property

When a homeowner makes an architectural change to his/her property (including but not limited to painting, repairs, remodeling, landscaping, etc) that has not met

the approved standards of the architectural committee, the homeowner will be notified that the change has been in violation of the CC&Rs and Rules and Regulations of Meadowridge.

Upon receipt of this notification, the homeowner must take action as follows:

1. Attend a scheduled hearing before the Board to challenge the violation notice, or
2. Notify in writing, Western Nevada Management within 30 days that the violation has been corrected, or
3. Respond in writing to Western Nevada Management within 30 days that the deficiency has been acknowledged and providing a commitment date when the violation will be corrected.

The homeowner may be fined in an amount up to \$100 being included in the homeowner association billing statement mailed out for the month following the expiration of the 30 days notice. An additional fine in an amount up to \$100 will be included in the monthly billing statement each month until the deficiency is corrected without further notice or hearing. There is no limit to the amount a homeowner may be fined.

RULE 12

SEVERABILITY

- 12.1 Invalidity of any of the above Rules and Regulations by court judgment or decree shall in no way affect any of the other provisions hereof, and such other provisions shall remain in full force and effect.
- 12.2 Since all conceivable circumstances cannot be reduced to rules, members are requested to cooperate with the intent of these rules. Compliance with the standards of the property is important to everyone to insure a quality living environment and insure the optimum value of the Project.

All complaints of whatever nature shall be made in writing to your Board of Directors and mailed or delivered to:

**Western Nevada Management
804 Mill Street
Reno, NV 89502
775-284-4434**

13. NON-COMPLIANCE OF RULES & REGULATIONS

13.1 The Executive board may:

(a) Prohibit, for a reasonable time, the unit's owner or the tenant or guest of the unit's owner 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.

(b) Impose a fine against the unit's owner or the tenant or guest of the unit's owner for each violation, except that a fine may not be imposed for a violation that is the subject of a construction penalty pursuant to NRS 116.310305. 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 common-interest community, the amount of the fine must be commensurate with the severity of the violation and must be determined by the executive board in accordance with the governing documents. If the violation does not pose an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the units' owners or residents of the common-interest community, the amount of the fine must be commensurate with the severity of the violation and must be determined by the executive board in accordance with the governing documents, but the amount of the fine must not exceed \$100 for each violation or a total amount of \$1,000, whichever is less. The limitations on the amount of the fine do not apply to any interest, charges or costs that may be collected by the association pursuant to this section if the fine becomes past due.

1. The executive board may not impose a fine pursuant to subsection 1 unless:

(a) Not less than 30 days before the violation, the person against whom the fine will 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 will be imposed has been provided with:

(1) Written notice specifying the details of the violation, the amount of the fine, and the date, time and location for a hearing on the violation; and

(2) A reasonable opportunity to contest the violation at the hearing.

2. The executive board must schedule the date, time and location for the hearing on the violation so that the person against whom the fine will be imposed is provided with a reasonable opportunity to prepare for the hearing and to be present at the hearing.

3. The executive board must hold a hearing before it may impose the fine, unless the person against whom the fine will be imposed:

(a) Pays the fine;

(b) Executes a written waiver of the right to the hearing; or

(c) Fails to appear at the hearing after being provided with proper notice of the hearing.

4. If a fine is imposed pursuant to subsection 1 and the violation is not cured within 14 days, or within any longer period that may be established by the executive board, 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.

13.2 FINE SCHEDULE

Rule	Page	DESCRIPTION	FINE ASSESSED BY ASSOCIATION	City of Reno ENFORCEMENT
BUILDINGS AND GROUNDS				
2.1 A	2	Excessive noise	\$100	X
2.1 B & C	2	Temporary dwelling	\$100	
2.1 D	2	Garage sales prohibited	\$100	
2.2 B	3	Failure to repair & maintain fences, Garage doors/panels.	\$100	
2.2 B	3	Failure to repair & maintain mailboxes, Roof shingles	\$100	

2.2 D	3	Window Materials	\$100	
2.2 F	3	Failure to paint entire house when needed	\$100	
2.2 G	3	Roof repair & replacement	\$100	
2.3 A	4	Failure to cap fence	\$100	
2.3 B, C, D	4	Non-compliant fence material	\$100	
2.4 C, D, E	5	Non-compliant landscaping	\$100	X (non-permitted trees)
2.4 F	5	Excessive weeds	\$100	X
2.6 A	5	Unauthorized architectural changes	\$100	
2.6 A	5	Unauthorized landscape changes	\$100	
2.6 D	6	Improperly placed antenna	\$100	
2.6 D & E	6	Non-compliant antenna	\$100	
2.6 F	6	Failure to remove holiday decorations before time limit	\$100	
2.6 G	6	Unauthorized signs	\$100	
2.6 H	6	Unauthorized basketball hoops	\$100	

REFUSE DISPOSAL & CONTROL

3.2	7	Placement/removal of refuse containers	\$100 to retrieve cans \$100 left out too long	
3.4	7	Accumulated garbage or obnoxious waste	\$100	X
3.5	7	Storage of unsightly objects	\$100	X
3.6 & 3.7	7	Littering	\$100	

STREETS AND PARKING AREAS

4.1 B	8	Failure to obey street signs	\$100	
4.1 C	8	Excessive vehicle noise	\$100	
4.1 D	8	Driving or parking off paved roadways.	\$100	
4.1 E	8	Parking in fire lane	\$100/possible towing of vehicle	
4.1 F	8	Parking on Streets	\$100/possible towing of vehicle	
4.1 F	8	24 hour limit on homeowners parking in guest parking	\$5100/poss. towing	

FINE SCHEDULE (continued)

CONTROL OF PETS

5.1 A	8	Possession of unauthorized animal	\$100	
5.1 B & C	9	Unattended/unleashed animal	\$100	X
5.1 D & E	9	Excessive noise (barking) by animal	\$100	X
5.2 A & B	9	Pet clean-up	\$100	X
5.3 A	9	Damage by animal	\$100	

COMMON AREA RULES

6.1 A to G	9-10	Violation of common area rules	\$100	
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PROHIBITION OF NUISANCES

7.1 A	11	Excessive Noise	\$100	X
7.2 C	11	Excessive traffic generated by unauthorized home-based business	\$100	

MEADOWRIDGE RECREATIONAL CENTER

8.1	11	Violation of Clubhouse rules	\$100	
8.2	12	Violation of Recreation area rules	\$100	
8.3	12	Violation of Pool/Jacuzzi rules (except 8.3 a)	\$100/possible loss of privileges	
8.3 a	13	After hour's use of pool	\$100/possible loss of privileges	

VANDALISM

9.1	13	Vandalism	\$100	X
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