

SANTA MARIA RANCH HOMEOWNERS ASSOCIATION

I. INTRODUCTION

As authorized by the Articles of Incorporation and the CC&R's Article 2, Section 16, and in accordance with NRS Chapter 116, the following Rules and Regulations have been adopted by the Board of Directors of Santa Maria Ranch Homeowners Association on January 10, 2018, and must be adhered to for the good of all Association members.

- A. Planned Unit Development (PUD) living by its nature requires the consideration and cooperation of all residents and their guests. These Rules and Regulations are designed as a guide to owners' and residents' mutual obligations to ensure the comfort, safety, welfare and pleasure of all residents and the value of our mutual assets. There is no intent to cause any owner or resident inconvenience or undue hardship, however, self-governing of our community requires mature acceptance of restraints on our individual desires and life styles.
- B. If any rule herein conflicts with either the CC&R's, Articles of Incorporation, By-Laws, Architectural Guidelines or NRS 116, the named documents shall prevail in order of precedence specified by NRS 116.
- C. The singular, whenever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make provisions apply either to the Association or to the individuals, male or female, shall in all cases be assumed as though in each case fully expressed. Definitions of all terms herein shall be as used in the CC&R's.
- D. Nonresident Homeowners who have rental or lease agreements are required to incorporate a requirement that lessees have received copies of and agree to comply with all rules and CC&Rs of the Association. All Owners and Lessees are required to complete an Owner/Resident Information Sheet and file it with the Community Manager.
- E. Every member and lessee shall endeavor diligently to keep the common area and property in a clean, neat and physically attractive condition consistent with the objectives of Santa Maria Ranch Homeowners Association.
- F. Everyone should be alert for any unusual or suspect activities in our community and to report same to our Community Manager, the Sheriffs Department or Fire Department as necessary. Please stay alert and aware!

II. RULES & REGULATIONS

- A. **Peaceful Enjoyment** – No illegal, noxious or offensive activities shall be carried out or conducted upon any Lot or Common Area nor shall anything be done within the properties which is or could become an unreasonable annoyance or

nuisance to neighboring property Owners. No unit shall be used in such a manner as to obstruct or interfere with the enjoyment by the inhabitants of other units or users or common areas, or annoy them by unreasonable noises, except for approved construction activities.

- B. **Rental Restrictions** – No residence may be leased for a term of less than six (6) months. All residence leases must be for the entire residence. No more than one lease may be signed for the same residence and same lease term.
- C. **Commercial Use** – No residence in the Santa Maria Ranch Homeowners Association shall be used for any commercial business or professional purpose. No business or commercial enterprise which involves traffic or commercial deliveries and/or pickup shall be conducted upon any lot or within any dwelling or upon the common area.
- D. **Corner Lot View Obstruction** – No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or allowed to remain on any corner lot within the triangular area formed by the street property lines and lines connecting them at points twenty-five (25) feet from the intersection of the street property lines extended. No tree shall be permitted to obstruct an intersection unless foliage line is of such height that it does not obstruct intersection sight lines.
- E. **Fences** – Fences shall not be damaged, altered or enlarged without prior consent of adjoin lot owners and the Association. Routine maintenance of fences is the responsibility of the Owner or adjoining Owners if adjoining properties are improved. All privacy fencing around lots shall be 6 feet in height with a 1 foot lattice top and consist of beige vinyl. Privacy fence is required on all side-yards.
- F. **Temporary Structures** – No prefabricated dwelling structures shall be installed for use of residence, or for other use, either temporarily or permanently. Structures of a temporary nature of any type are prohibited in the Association for any purpose whatsoever. Prefabricated sheds, garages, and other prefabricated non-dwelling structures are prohibited unless approved by the Committee. Temporary, non-residence structures used by contractors during the course of construction which shall be removed forthwith upon completion of the construction work may be permitted.
- G. **Storage & Trash** – No garbage, refuse, rubbish or obnoxious or offensive material shall be permitted to accumulate, be dumped or buried on any Lots. Lot Owners shall cause garbage and other like material to be disposed of by and in accordance with accepted sanitary practice. Trash receptacles shall be kept hidden from public view at all times, except when placed out for collection. Trash for collection may be placed on the street right of way line for a period not to exceed twenty-four (24) hours prior and subsequent to the collection service pick up time.
- H. **Sign & Flag Restrictions** – No sign or billboard of any kind shall be displayed to the public view on any portion of any Lot, except a sign and flag location approved by the Committee, and provided further than one US and one State flag

no larger than 3' by 5' each may be displayed on each Lot subject to approval of the Committee as to flag pole standards. All residences shall have a designated street address that is easily viewable from the road, of such design that is consistent with the community and within standards approved by the Committee.

Lot signs not to exceed 24" x 24" during construction may be posted and may include: Development Name, Lot #, Address, and Builder Name. Signs of commercial quality are encouraged.

Open House signs are permitted during the hours of the Open House event, to include: feather flags where permitted by NDOT outside the entrance to the Development, saw-horse style Open House signs including directional arrows are permitted at the entry to the development on common area, on sidewalks or at curb so long as not interfering with walking or vehicle traffic, and on private property with the permission of the property owner(s).

For Sale signs: Any Owner shall have the right to erect a standard commercial real estate sign advertising their property for sale or for rent, providing that the sign is of commercial quality and not exceeding 24 inches by 24 inches. An additional shingle up to 3" high naming an agent shall be allowed. Flyer boxes: Are permitted with any For Sale sign. The content of flyers in boxes on any undeveloped Lots may only be related to other Lots or Homes in Phase 1 of Santa Maria Ranch. The content of flyers in boxes on any home site may only be related to that home.

Nothing in these rules will affect or change the rights held by Developer as described in Section 5 of the Amendment to CC&Rs Document # 555078 recorded on 09/08/16.

- I. **Parking and Storage of Vehicles** – One (1) Recreational Vehicle, Trailer, Camper or Boat (collectively "RV") may be parked behind the fenced area of the Lot. A second RV may similarly be parked behind the fenced area of the Lot provided it is less than six (6) feet high and not visible from the Common Area, street or sidewalk. Additional RVs may also be stored on a Lot if they are kept in a fully enclosed garage. No RV may be parked on a street except as provided by applicable state law or local ordinances.

All RVs must be licensed, insured and fully operational. At no time shall RVs be parked on driveways within the Subdivision. Inoperative RVs that are junk, under repair, whether licensed or unlicensed, or uninsured shall not be parked or placed within the subdivision. RVs may be in a driveway or visible for loading and unloading not to exceed seventy-two (72) hours.

No heavy machinery or construction equipment of any kind shall be parked within the Subdivision, except if it is being used for its designed purpose on a temporary basis in connection with an approved improvement or other required infrastructure maintenance. Temporary shall mean for the time the machinery is in active use. Further guidelines for Machinery and Equipment are specified in Article IV, section 46 of the Declaration.

Operable, licensed passenger vehicles or trucks of up to one (1) ton in capacity that are routinely in use may be parked in private driveways. All vehicles parked on streets shall not be parked as prohibited by applicable state law or local ordinances. Further guidelines for Vehicles and Parking are specified in Article IV, section 26 of the Declaration.

J. Satellite Dishes; Exterior or Roof-Mounted Equipment

Television or radio antennae and satellite dishes over 18 inches in diameter will not be installed or permitted on any Lot unless screened from public view from all neighboring Lots and Common Areas, and approved by the Committee. No air-conditioning units, ducting or other equipment (except antennae and satellite dishes as allowed under this Section) shall be mounted on any roof, or on the front exterior wall or windows of a dwelling; provided that any such equipment mounted on the side or rear exterior walls or windows may be allowed if screened from view and approved by the Committee. Any conflict between the provisions of this Section and federal laws or regulations shall be governed by federal laws and regulations.

K. Outdoor Items – No outdoor clothesline, wood or fuel storage, tools or equipment not covered by Section J shall be permitted unless they are obscured from view of adjoining streets or portions of the project to a height of six (6) feet. Any fence or other screen shall require approval by the Committee.

L. Animals – Livestock and other animals that are otherwise prohibited by county ordinance or zoning restrictions will not be allowed. Any owner may otherwise keep pets or horses to the extent allowed by county ordinances and zoning restrictions, provided that:

- a. The permitted pets shall be kept, bred or raised solely as household pets for private use and not for commercial purposes.
- b. No animal or fowl shall be allowed to make unreasonably loud noises or shall otherwise be allowed to be a nuisance.
- c. No animal shall be permitted outside of a structure on a Lot unless in a fenced enclosure, nor permitted off a Lot unless such animal is under the control of a person by means of a leash or other reasonable physical restraint.
- d. No pets shall be kept upon a Lot until such time as a certificate of occupancy has been issued for the dwelling on the Lot and adequate provisions approved by the Committee have been made for confining such pet to the Lot.
- e. No dog houses or dog runs are allowed on any Lot, unless such dog houses or dog runs are screened from view by landscaping or fencing and approved by the Committee.
- f. Upon request of a Lot Owner, the Committee, in its sole discretion, shall determine for the purposes of this Section whether a particular animal or

fowl shall be considered as a permitted pet, whether it is a nuisance, or whether the number of animals or fowl on any Lot is reasonable.

M. Maintenance of Landscape and Lots – Each Owner shall be responsible to properly and attractively landscape his Lot pursuant to approved landscape plans in a manner suitable to the character and quality of the Subdivision. Each Lot Owner must establish and maintain landscape on the Lot to the applicable fire protection districts requirements for minimum defensible space, and all such landscape shall be continually maintained consistent with the standards of the development, good maintenance practices and the applicable protection districts requirements.

All Lots, whether vacant or improved, occupied or unoccupied, shall be maintained in such a manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, the Association shall have the right, after giving ten (10) days written notice, to undertake such work as may be necessary and desirable to remedy the violation of this Article or the unsightly, unsanitary or hazardous condition, the cost of which shall be added to and become a part of the assessment to which such Lot is subject. The Board has sole discretion to determine what is unsightly, unsanitary or hazardous. Neither the Association nor any of their agents, employees or contractors, shall be liable for any damage which may result from any maintenance work so performed nor shall the Association nor any of their agents or employees be liable for any failure to exercise the right to so maintain any Lot.

III. ENFORCEMENT POLICY

- A. Inspections** – will be conducted by an unbiased individual. A list of continuous infractions by date with follow up and status detail shall be provided to the Board. If a Health, Safety or Welfare violation is noted, this policy will be abandoned and/or expedited with other steps to eliminate liability as soon as possible.
- B. Notice** – A Courtesy Notice will be sent to an Owner in violation of any of the Association Rules & Regulations or CC&R's. The notice will advise the Owner of the problem and seek their cooperation within a reasonable time to correct the violation.

A Second Notice of a continuing violation may be sent by the Association reminding the Owner of CC&R's requirements and hearing and fines remedies available to the Association.

A Certified Letter will be mailed when an Owner fails to remedy a violation within a reasonable time, notifying the Owner of the Association's intention to impose penalties in accordance with the CC&R's and NRS. Possible penalties include: (a) Reasonable fine of not more than \$100 for each violation, (b) Suspension of privileges, and (c) Possible determination to declare the Owner is a member not in good standing with the Association. The letter must contain the

date for a hearing which the Owner is requested to attend, and will request an advance notice call to be placed to management of the Owner's intent to attend the hearing.

- C. Hearing** – The Association must conduct a hearing prior to imposing any penalties, and the Owner must be given an opportunity to be heard. The Board or its Compliance Committee will conduct the hearing while in executive session unless requested by the Owner to be in a public meeting; the length of time for the hearing will be set in the Certified Letter; executive minutes will be kept, and the Association will vote on a resolution memorializing the decision.

The Resident/Owner may respond to the formal notice and come into compliance before the hearing. It should be clear, however, that any sudden cooperation that comes within 7 days of hearing should not cancel the hearing, even though the violation has ceased. In order to provide adequate time to verify that the violation has in fact permanently ceased, the hearing should still be conducted. Only if the Board of Directors is satisfied that the violation has been permanently corrected will the hearing be cancelled.

- D. Fines** – Following the hearing and on the date specified in the notice, the Board may impose monetary fines as provided by NRS 116.31031. If a fine is imposed and the violation is not cured within 14 days, the violation will be deemed as a continuing violation. Thereafter, the 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 further notice or hearing. Any fine which is assessed in accordance with these Rules & Regulations and which remains unpaid for a period of ten (10) days after the date due shall be deemed a past due fine.

E. Arbitration/Mediation, Legal Action, Injunctive Relief

If the Owner is still not swayed by the imposition of penalties, the next step is to have legal counsel write a letter notifying the Owner of all the possible ramifications of his/her action(s).

Nevada law requires arbitration prior to any legal action being taken. The Association will offer mediation, binding arbitration or non-binding arbitration for all disputes between the Association and its Owner prior to filing any litigation. This type of action would be handled with the assistance of or by the attorney. Nevada Revised Statute 1163.31031 grants the Association the power to enforce its governing documents. An injunction is a court order prohibiting certain activity and/or requiring that an Owner comply with the CC&R's or Rules and Regulations. This type of action would be handled with the assistance of or by the attorney.