

LEGACY WEST CONDOMINIUM ASSOCIATION

Rules and Regulations

These Rules and Regulations are subject to changes, additions, and/or amendments by the Board of Directors.

The Rules & Regulations Resolution is adopted and made a part of the minutes of the **April 26, 2022** Board of Director's Meeting.

Legacy West Condominium Association Rules & Regulations

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LEGACY WEST CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

1. PREAMBLE

The purpose of the Rules and Regulations is to establish basic standards of conduct required of all members, residents and guests of Legacy West Condominium Association. The Rules and Regulations are intended to ensure that every member, resident and guest may fully enjoy their individual rights of quiet enjoyment and peaceful occupancy of their unit and their right to use of the common area and facilities, without unduly interfering with other's identical rights.

2. ADMINISTRATION

The Declaration: Prior to the purchase of any condominium within the Association, the Developer recorded a Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("CC&R's") against all lots within the Association. The purpose of the declaration is to maintain, protect and enhance the Association including all of the common area and units within the community. Each member of the Association is legally bound by the Covenants, Conditions & Restrictions and Reservation of Easements.

The Articles and Bylaws: The Association is a non-profit corporation organized under Chapter 81 of the Nevada Revised Statutes. The filing of Articles of Incorporation for the Association with the Nevada Secretary of State establishes the Association as a legal entity with all the rights and privileges attendant to a non-profit corporation. The Bylaws of the Association establish that the affairs of the Association are to be managed by a duly elected Board of Directors and set forth their duties and powers.

Rules and Regulations: The Board of Directors of the Association is vested with the responsibility to adopt reasonable Rules and Regulations governing the use of Association property and the common areas and governing the personal conduct of members, residents and their guests. The Declaration, Articles of Incorporation, Bylaws, Rules and Regulation are the governing documents for the Association and control its daily affairs.

Management: In as much as the Association is a non-profit corporation governed by a volunteer Board of Directors, the governing documents provide for daily regulation of the Association by professional management. The Association Manager reports to and is responsible solely to the Board of Directors. The Association Manager does not make or change Association policies; as such authority is exclusively reserved to the Board of Directors. The Association Manager's responsibility is to assist the Board of Directors in their duty to maintain, protect and enhance the Association.

Board of Directors: Board of Directors meetings are held quarterly, or as required. Members are welcome to attend as observers. However, participation in Board proceedings is at the discretion of the President.

The governing documents and proper implementation by the Board of Directors working with its Association Manager provides the basis for the Association to maintain, protect and enhance the Association.

3. MEETING PROCEDURES AND CONDUCT

- A. With the exception of executive session meetings to review litigation issues, violation, delinquencies and other similar matters, board meetings are open to the membership.
- B. If you have an issue that you would like addressed, you must contact the Board of Directors, in writing, at least three (3) weeks prior to a meeting to be placed on the agenda. The Board of Directors will need a detailed description of the issue(s) you wish to discuss. Please realize that the Board may not reach a decision on the issues in question. Additional time may be needed for research to answer your questions. Send your written request to the management company, addressed to the Board of Directors for Legacy West.
- C. If you do not have an item on the agenda but wish to attend a Board of Directors meeting, please be advised that owners are NOT permitted to participate in the meetings. However, owners are given a period of time at the beginning of each open meeting to address their concerns to the Board.
- D. The Board of Directors has set a strict policy that meetings are recorded solely for the purpose of accurate minute taking and recorded only by the Board. No other person is allowed to record Association meetings. The minutes of a meeting become final and binding once they are approved and signed by the Board. Should you wish to know what transpired at any given meeting, please request a copy of the approved minutes. They will be provided to you at a cost of \$.25 per page.
- E. Any Legacy West Resident, who does not follow these simple rules at any meeting of the Association, will be asked to leave.
- F. There is no need for issues to be placed on the agenda for an Annual Meeting. At every annual meeting, there is a period of open discussion for the owner to ask questions and voice their concerns. Once again, however, please realize that the Board may not reach an immediate decision, as additional time may be needed to research your questions.

4. OWNERS RESPONSIBILITIES

It is the responsibility of each owner of a condominium to see that all residents, renters, guests and persons inhabiting their condominium are aware of and in compliance with all governing documents of Legacy West CC&R's, Resolutions and Rules & Regulations..

- A. The Rules and Regulations set forth below apply to owners, tenants and guests of the Association. It is each owner's responsibility to make certain if they lease or rent their condominium, that the resident receives a copy of the CC&R's and these Rules and Regulations immediately upon occupancy.
- B. Each owner, at his own expense, must always keep his condominium and all improvements in good order, condition and repair and in a clean and sanitary condition.

5. ARCHITECTURAL CONTROL

- A. All Exterior modifications require prior approval from the Board of Directors and/or Architectural Review Committee. No change shall be made to the exterior of the unit or the design of any structure without prior approval from the Board of Directors or Architectural Review Committee. This includes but is not limited to all painting, architectural lighting, fences, ornamental screens, awnings, screen doors, patio covers, sunshades, solar coverings, and other modifications, which would in any way affect property appearance, safety, or access from common areas.

6. COMMON AREA USE

- A. The Developer has provided, and the Association will continue to maintain, common areas which include entry/exit to the community, pool/spa and clubhouse as shown on the recorded subdivision plat map. Usage of these areas is on a first come first serve basis and usage is subject to CC&R's and Rules & Regulations of the community.
- B. Common areas may not be used for storage or in any manner which would increase the rate of insurance.
- C. No activity is permitted which causes damage to or defaces common areas and improvements thereon. Individuals responsible for any such damage will be expected to reimburse the Association for all expenses incurred in the replacement or restoration of damaged items and any other fees associated with any legal action that the association may incur in regards to resolution of the matter.
- D. No planting may be done in the common area by any owner.
- E. Pool keys may be purchased at a cost of \$100.00. Mail security gate keys may be purchased at a cost of \$50.00. Fitness keys may be purchased at a cost of \$50.00. These keys are not to be duplicated or to be loaned/given to people. Violators will be subject to the costs of complete re-keying of the public gates/doors of Legacy West.

7. EXTERIOR MAINTENANCE AND REPAIR

- A. All condominiums must be maintained in a neat, sanitary and attractive condition at all times. No storage is permitted on the exterior front portion or balcony of a unit.
- B. No improvement, painting, excavation, landscaping or other work that alters the exterior appearance of a condominium or lot is permitted to be made without obtaining prior written approval from the Board of Directors/Architectural Committee.
- C. No additional decorative improvements or ornamentation including but not limited to flower pots, window boxes, statues, ceramics, fountains, lawn ornaments, sculptures, wind chimes, signs, etc. shall be stored/placed on the exterior portion of the condominiums. One door decoration is permitted. (Ex. welcome sign, wreath) and may only cover 1/3 of the door.

8. HOLIDAY DECORATIONS & US FLAG DISPLAY

- A. Holiday decorations are permitted. They may be placed four (4) weeks prior to the holiday and removed five (5) days following the holiday.
- B. Christmas/holiday lights will be permitted on the patio/balcony areas the day after Thanksgiving through January 10th.
- C. No decorations may be placed or erected on the common area exterior of the unit.
- D. In addition to the normal US flag holidays such as Veterans' Day, Memorial Day, Flag Day, President's day and Independence Day where a US flag would normally be flown, it is permissible to fly up to a 3x5' US flag from a pole when mounted properly to the front of the house. The US flag must always be kept in good condition, not tattered, torn or faded. The flag should not be placed where it would block visibility of the unit number from the street.

9. INSURANCE

- A. Nothing is permitted to be kept or done within a unit or in the community that would increase or cause the cancellation of insurance pertaining to any portion of the community.
- B. All unit owners must carry current insurance on their condominiums. Proof of coverage may be requested annually by the association.

10. NUISANCES/EXCESSIVE NOISE

- A. No unit at any time is permitted to be or become unsanitary, unsightly or offensive to another lot or owner.
- B. No noxious, offensive trade or activity shall be earned on in any unit, nor shall anything be done which may be or become an annoyance or nuisance to neighbors.
- C. Loud noises, external speakers, horns, bells or other sound devices (other than security devices used exclusively for such) are not permitted.
- D. Noisy, smoking or leaking vehicles, large power equipment or items which may interfere with television or radio reception of any owner, are not permitted to be used or located on any portion of a lot or on the street.
- E. The Board shall have the right to determine, in accordance with the governing documents, the definition of a nuisance.

11. PARKING AND VEHICULAR RESTRICTIONS

- A. **MAXIMUM SPEED LIMIT IS FIFTEEN (15) MILES PER HOUR THROUGHOUT THE PROPERTY.** Residents and their visitors speeding in the community will be subject to board action and/or a fine.

- B. Any towing expenses/damages for vehicles - resident or guest - that are towed for violation of any of the community parking and vehicular restrictions are at the sole financial responsibility of the owner of the vehicle.
- C. Private Vehicles - No inoperable vehicle, commercial type vehicle, or recreational vehicle is allowed to be parked or stored within view anywhere on the property.
- D. Parking - In an effort to provide ample parking space for all members, tenants, and guests, the Legacy West Condominium Association has adopted strict rules pertaining to parking. Violating the parking rules may result in your vehicle being towed at your expense in addition to penalties and/or fines being imposed.
- E. A 24-hour rule will be enforced for street parking only and will apply to inoperable vehicles or abandoned vehicles.
- F. Parking stalls are marked and assigned according to unit number. Vehicles parked in a stall other than that assigned to their unit may be towed at resident expense in addition to penalties and/or fines being imposed.
- G. Recreational Vehicles - No inoperable vehicle, commercial type vehicle or recreational vehicle (campers and/or trucks) are allowed to be parked, stored or kept anywhere on the properties, except for loading or unloading within 24 hours.
- H. The following vehicles are not permitted to be parked within the property including, but not limited to a mobile home, truck over one ton, commercial van or truck, vehicle with commercial writing or signage, recreational vehicle, boat, trailer, camper, motor home, or other reasonably similar vehicles.
- I. Temporary contractor parking is allowed for commercial delivery/repair, loading and unloading and maintenance of condominiums. Such parking is meant for short-term parking only.
- J. Vehicles may not be stored, blocked or covered with a tarp at any time.
- K. Repairs and/or restorations of vehicles is not permitted. Such activity shall at no time be permitted in the Legacy West Community.
- L. Inoperable, wrecked, disabled, non-registered or unlicensed vehicles are not permitted to park anywhere on the property, and will be towed within forty-eight (48) hours of a notice posted thereupon.
- M. No vehicle shall be parked so as to impede the normal flow of traffic or block access to other residents' parking stall.

- N. No vehicle shall at any time be parked in red striped areas or blocking flood, crash or entrance/exit gates. Parking in these areas at any time is in violation of state law and fire code. Vehicles will be towed 24 hours a day at resident expense without notice.
- O. Oversized commercial vehicles, including but not limited to dump trucks, trailer trucks, tractor-trailers, construction equipment, and similar items shall not be parked within the community at any time.
- P. Dirt bikes, motorized skateboards, go carts, ATV's, motorized scooters and similar unlicensed vehicles may not be operated anywhere in the community at any time.
- Q. Licensed motorcycles anywhere in the complex shall be operated at low RPM engine speed to minimize noise pollution.
- R. Vehicles which leak fluids are never permitted to park on the premises. Any fluids that are leaked onto the common area and/or parking stall must be removed immediately at the owner and/or resident cost. Vehicles are never allowed to have the tires 'blocked' nor have cardboard or similar items underneath them.
- S. Vehicles may not be parked in any location that may cause a visual impairment at an intersection.

12.PETS

- A. Only two (2) common household pets, such as a dog or cat are permitted. Animals cannot be in excess of 15 pounds each.
- B. While walking animals in the public areas, all animal waste must be picked up and disposed of properly by pet owners immediately. Doggie Receptacles with bags are provided throughout the Legacy West Condo Association. Walking pet(s) across landscaped area and turf next to clubhouse and barbeques is not permitted in accordance with paragraph VI.C.
- C. No animals may be kept, bred or maintained for any commercial purpose.
- D. Pets must be kept on a leash or other restraint being controlled by a person capable of controlling such animal at all times.
- E. Pets are not permitted to be left unattended in any common area.
- F. Pets are not permitted to cause or create a nuisance or disturbance to other neighbors.
- G. Barking, whining, etc. should be reported to Animal Control at the time the infraction occurs.
- H. No dog, cat or other animal is allowed inside any pool/spa or pool/spa area enclosure at any time with the exception of trained animal accompanying a handicapped resident. This animal is not allowed in the pool or spa at any time.
- I. All animals must have a current license and updated vaccinations.
- J. Pet gates, rocks, blocks, child gates, chicken wire etc. are not permitted

**13. POOL/SPA - As outlined by CLARK COUNTY HEALTH DEPARTMENT
(Nevada Administrative Code 444.280, 282,268, 288 & 524)**

- A. All residents must carry identification with proof of residency inside the community. Failure to provide identification and proof of residency may result in removal of the pool / spa area.
- B. Failure to follow any of the pool rules may result in a health and safety violation and restriction from use of the common areas amenities.
- C. Residents may bring a maximum of four (4) guests per residence to the pool/spa area. The Board of Directors must authorize additional guests in advance. A resident must always accompany guests.
- D. Glass bottles, containers or other breakable items are always prohibited in the pool or spa and pool/spa area. Eating, smoking, or drinking beverages in the pool is prohibited. Drinking beverages and eating is permitted only in lounging areas. Please dispose of all garbage in the proper trash receptacles.
- E. **Alcoholic beverages are prohibited in pool, spa and pool/spa area.** Persons under the influence of alcohol are not permitted in the pool/spa area.
- F. The pool, spa and exercise room are reserved for the use of members residing within Legacy West Condominium Association. Guests must be accompanied by an authorized adult member. The pool/spa will be heated and be opened Easter weekend and closed the last day in October.
- G. The swimming pool/spa area is for the use and enjoyment of all residents. The use of these facilities is a privilege. Owners are responsible for any damage or misconduct by them, their children, their tenants and/or guests at all times. **An adult MUST always accompany children under the age of 18.**
- H. The Pool and Spa is available for use between the hours of 7:00 AM until 10:00 PM Easter weekend until the last day of October. 7:00 AM until 10:00 PM only.
- I. Pool gate keys may only be used by residents. Replacement keys may be obtained from the Association at a cost of \$100.00
- J. Headphones are required while always listening to music in the pool/spa area.
- K. Unruly behavior, unsafe or offensive conduct, rowdiness, unnecessary noise, jumping or interference with other persons in the pool/spa area is prohibited. No running, pushing, cannon balling or splashing is allowed in the pool/spa area. **DIVING INTO THE POOL IS PROHIBITED.**
- L. The Association does not provide lifeguards. All persons using the pool do so at their own risk. The Association does not assume any liability in this regard. Any lifesaving equipment and first aid supplies are for emergency use only.
- M. For health and safety reasons, persons under the age of eighteen (18) are not allowed in the pool or spa unless supervised of a parent or adult guardian over the age of eighteen (18)
- N. Bringing or throwing objects into the pool or onto the deck that may in any way carry contamination endanger the health or safety of bathers, or produce unsightliness is prohibited. Resident will be held financially responsible for cleanup of the area.
- O. All persons must shower before entering the pool. Showers are located next to the pool.

- P. Infants must wear diapers and waterproof rubber pants with elastic at the waist and legs, at all times when in water.
- Q. Pregnant women and those with health conditions requiring medical care should consult their physician before entering the Pool or Spa.
- R. Persons using suntan oils or lotions must remove all excess oil or lotion prior to entering the pool. All persons using the pool must wear swimming attire; street clothes are prohibited. Persons with long hair must wear a bathing cap or otherwise reasonably contain their hair.
- S. Persons suffering from a cold, fever, cough, skin disease, sores, inflamed eyes, nasal or ear discharges, or any communicable diseases are prohibited from using the pool, spa or entering the pool/spa area.
- T. Gates to the pool/spa area must remain closed and locked at all times. Interfering with the automatic gate closures and/or climbing over the pool/spa area fence is prohibited
- U. Adjustment of any control or equipment regulating the pool/spa or lights or other common area services is prohibited.
- V. Towels or garments may not be hung on the pool/spa area fence. When leaving the pool/spa area, all trash and personal items must be removed.
- W. Patio furniture may not be placed in the pool/spa and may not be removed from the pool/spa area.
- X. Pool/spa use is strictly governed by state and county ordinance (NAC chapter 444). In the event of conflict between such laws and these rules, the provisions of the law shall prevail.
- Y. The telephone installed at the pool/spa area is for emergency calls to 911 only.

14.SIGNS

- A. A nameplate not exceeding nine (9) square inches may be placed on the main door of the unit.
- B. One (1) standard 'for sale' or 'for rent' sign is permitted per lot, not to exceed 18 x 24 inches. Such sign can be placed in the window of the unit. Such signs cannot be placed in common areas.
- C. Other signage is not allowed i.e. beware of dog, temporary contractor installations, etc

15.SOLAR EQUIPMENT/SATELLITE DISH

- A. No type of solar equipment is permitted without obtaining prior written approval from the Board of Directors/Architectural Committee including, but not limited to solar panels and window screens.
- B. By FCC Law, small satellite dishes such as Dish Network and DIRECT TV are allowed to be installed. These dishes are to be installed only on the patio with a clear southern sky exposure, reasonable concealed from view. Cables must be painted the matching condo unit color.

16.RESIDENTIAL USE

- A. Each unit may only be used for single-family residential purposes and timesharing is not permitted.
- B. No industry, business, trade or commercial activities shall be conducted, maintained or permitted unless is conducted in conformance with all applicable governmental ordinances; (b) the patrons or clientele of such activities do no visit the condominium or park automobiles or other vehicles within the Property; (c) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the condominium; (d) no such activity increases the liability or casualty insurance obligation or premium of the Association; and (e) such activities are consistent with the residential character of the Property and conform with the provisions of this Declaration.
- C. No individual garage sales/signage is permitted at any time. An annual community-wide garage sale may be set up by the social committee or board of directors for residents.

17.TENANT(S)

A unit may not be leased or rented for a term less than 60 days. All leases and rental agreements shall be in writing and are subject to the CC&R's, Resolutions and Rules & Regulations. Owners are responsible for the action of their tenant(s). Any owner leasing or renting their property must comply with the following:

- A. Provide management with a copy of a completed lease and/or rental agreement. Owners are responsible for keeping the form updated. (Forms are available through management and may be duplicated for future use).
- B. Owners must provide tenant(s) with a current copy of the Bylaws, CC&R's, Resolutions and Rules & Regulations.
- C. Advise tenant(s) that they are jointly and severally liable and accountable for any infractions of the Legacy West governing documents. This does not absolve the owner of liability.
- D. The Association is not responsible for providing keys to the common areas. The owner must provide these, at their costs.

18. TRASH

- A. All rubbish, trash and garbage shall be regularly removed from condominium by the owner or tenants thereof and shall not be allowed to accumulate thereon.
- B. Trash shall be placed in dumpster and not alongside.
- C. All articles must be bagged and tied, and all boxes broken down.
- D. The owner/tenant is responsible to haul off all large items.
- E. All trash must be kept within enclosed containers and concealed from public view.
- F. All trash and recycling receptacles shall be stored where they are not visible from the common areas.

19. UNSIGHTLY ARTICLES

- A. No unsightly articles are permitted to be visible from any street, lot or common area including clotheslines, refuse, storage on patios, etc.
- B. Determination of unsightly articles is at the sole discretion of the Board of Directors.
- C. No storage of trash will be permitted in or outside any unit
- D. No boxes, refuse, debris or other items that may be deemed storage items may be placed on balconies or patio areas.
- E. Usage of barbecue grills (charcoal and/or gas) is prohibited on patios and balconies. Electric barbecue grills may only be used when placed not fewer than eighteen (18) inches from combustible construction.
- F. Laundry may not be placed to dry on balcony or patio areas.
- G. All draperies which can be seen from the outside of the unit must have a white or off-white backing.
- H. Only the following items are permitted on the balcony/patio areas: patio style furniture and some potted plants. Bicycles may be stored on the patio/balcony after each use. Patios/balconies are to be kept clutter free.
- I. Any type of screening is **not** permitted to be attached to the wrought iron railings of the balcony/patio area unless approved by the Board of Directors.
- J. Wall hangings are not permitted.
- K. Decorative lights are not permitted in the front entry or on the patio/balcony area.
- L. Christmas/holiday lights will be permitted on the patio/balcony areas the day after Thanksgiving through January 10th.

20. WINDOWS AND DOORS

- A. Acceptable window coverings are vertical blinds, mini-blinds, lined draperies, curtains, shutters and other such items. Reflective tint must be approved by the architectural committee.
- B. Items including, but not limited to aluminum foil, newspaper, sheets, blankets, cardboard, paint, etc. are not permitted to be used as window coverings.
- C. Security door may be installed if architectural application is submitted and approved by the architectural committee

21. CLUBHOUSE POLICY

- A. Only members of Legacy West Condominium Association may reserve the clubhouse for private parties.
- B. The maximum number of guests allowed is 40.
- C. Private parties are permitted solely on basis of their being of a personal and social nature and are not to be related to business, political or religious activities, or solicitation of funds. Gambling or illegal activities are not permitted.
- D. This reservation is for the use of the clubhouse and kitchen facilities ONLY.
- E. Guests at private parties are not permitted the use of the swimming pool or spa areas.
- F. The member agrees that, except as a result of the active negligence of the Condominium Association, the owner will indemnify, hold harmless, and defend the Association from any claims, losses, expenses or any cost whatsoever including, but not limited to, those resulting from bodily injury, including death and/or damage to property of: third parties, the owner, the Association, its owners, directors, officers and employees, arising out of the function reserved herewith.
- G. The host/hostess is held responsible for the proper conduct of his/her guests. If alcoholic beverages are to be served, lessee must retain a licensed bartender. Lessee must present proof of license to Management Company at least 48 hours prior to function. No one under 21 will be served alcoholic beverages. The clubhouse is a non-smoking facility.
- H. If music is included in the party plans, it must be kept inside the clubhouse and maintained at a level so as not to create a nuisance to any condominium. No music or loud noises after 10:00 PM on weekdays, 11:00 PM on weekends and holidays.
- I. Complaints about parties will be resolved by the Board of Directors. Penalties may involve fines and/or restriction of the use of the recreation facilities. Any complaint will require the person making the reservation to use the clubhouse to appear before the Board of Directors.
- J. Members are responsible for informing guests of all parking policies at Legacy West, and subsequent towing and ticketing actions when parking policies are violated.

22. CLUBHOUSE RENTAL PROCEDURES

The Clubhouse may be reserved by contacting the business office of the Association. The member requesting the reservation shall complete the attached clubhouse rental form (exhibit A) and return to the Association management office.

The reservation will be confirmed upon receipt of checks and reservation form - checks must be made out to 'Legacy West Condominium Association'. Members may reserve the clubhouse for private use with a refundable damage deposit check of \$500.00 plus a \$150.00 non-fundable cleaning fee

The \$500.00 deposit will be refunded ONLY after:

1. The final walk-thru inspection has been performed.
2. Verification that no complaints were received and/or no damage is noted.

A pre-party inspection walk-thru may be scheduled for the morning of the reservation. Member shall contact a designated person directly to arrange the walk-thru. Failure to arrange a pre-party inspection may result in forfeiture of the \$500.00 deposit.

The clubhouse will be cleaned and inspected prior to 12:00 pm the day of the party. After the party, the member shall ensure that the post walk-thru inspection with a designated person is completed prior to noon the day following the reservation.

Closing hours:

Friday and Saturday: 10:00 pm

Sunday thru Thursday: 11:00 pm

LEGACY WEST CONDOMINIUMS

c/o Assured Real Estate
PO Box 530778
Henderson NV 89053

Clubhouse Reservation Request

Date:

Name

Address

Contact Telephone _____

Date / Dates Requested _____

Hours Requested _____

Type of Function _____

Approx. Number in Party _____

Deposit Paid _____ (\$500.00) refundable
Check # _____

Cleaning Fee Paid _____ (\$150.00) non-refundable
Check # _____

- I /We have read and understand the Clubhouse Policy and Rental Procedures
- Failure to obey these policies and procedures may result in the activity being shut down early and fines being issued.
- I/We undersigned do hereby release, absolve, indemnify, and hold harmless Legacy West Condominium Association, and Assured Real Estate, its officers, employee and agents from all claims whatsoever arising from the rental of the Clubhouse at Legacy West Condominium Association on the above dates.

Signature:

Date: