CAUGHLIN RANCH HOMEOWNERS ASSOCIATION
REVISED RULES & REGULATIONS, VIOLATION & FINE POLICY,
AND CONSTRUCTION PENALTY SCHEDULE
EFFECTIVE: December 2, 2019

To: All Members of the Caughlin Ranch Homeowners Association ("Association")

Chapter 116 of the Nevada Revised Statutes ("NRS) requires the Board of Directors of the Association to provide notice to all members or unit owners of the applicable provisions of the Association's governing documents that form the basis for the Association's Administrative Rules and Fine Structure.

I. BACKGROUND

In 1984, the Association was formed, the Association's By-Laws were adopted by the Board of Directors ("Board"), and the Declaration of Protective Covenants for Caughlin Ranch was recorded on August 8, 1984, as Document No. 942122 in the official records of Washoe County, Nevada, and was amended multiple times including a comprehensive Amended Declaration of Covenants, Conditions and Restrictions, recorded on December 11, 2015, as Doc. # 4540950 in the official records of Washoe County, Nevada ("Declaration" or "CC&Rs"). The Declaration benefits and burdens each property within Caughlin Ranch (the "Community").

Pursuant to NRS 116.31065, the CC&R's as amended, and the Association's Bylaws, the Association may adopt rules and regulations which are consistent with the governing documents of the Association and fines and penalties which may be imposed to remedy violations of the governing documents.

The Board adopted Rules and Fine Structures effective on November 17, 2003, September 1, 2011, November 20, 2013, and April 6, 2015 ("Previous Rules and Fine Structure"). These Rules and Regulations are intended to amend and supersede the Previous Rules and Fine Structure. **This revision to the Revised Rules & Regulations was approved by the Board of Directors on September 25, 2019 and became effective on December 2, 2019**.

Section III of the CC&R's includes **35** residential restrictions that affect all properties within the Community ("Residential Restrictions"). In addition, the Architectural Control Committee ("ACC") and the Board have adopted specific guidelines and policies, which are applicable to all properties within the Community, including a comprehensive Architectural Control Standards and Guidelines Handbook, adopted March 22, 2017, and effective October 20, 2017, which incorporate previous guidelines and policies[1], and have the authority to adopt future specific guidelines and policies; (collectively the "Guidelines and Policies").

[1] The specific guidelines and policies adopted include without limitation:

a. Architectural Review for Residential and Non-Residential Project Plans
b. Satellite Dish Regulations
c. Political Signs
d. Wind Machine/Turbines – Adopted January 11, 2012
e. Solar Guidelines – Adopted May 9, 2012
f. Snow Removal Policy – Adopted July 11, 2012
g. Advertising Guidelines – Adopted August 8, 2012
h. Revised Fence Guidelines – Adopted May 20, 2015
i. Sidewalk and Landscaping Guidelines – Adopted July 10, 2013
j. Revised General Landscape Requirements – Adopted September 11, 2013
k. Revised Delinquent Assessment Collection Policy – Adopted September 23, 2015
l. Revised Tree Growth, Maintenance and Fire Fuels Reduction Policy – Adopted November 18, 2015
m. Common Area Tree Removal & Replacement Policy – Adopted May 20, 2015
n. Common Area Memorial Bench Guidelines – Adopted September 23, 2015

o. Architectural Control Standards and Guidelines Handbook – Adopted March 22, 2017; Eff. October 20, 2017
p. Final Development Standards Handbook – Recorded May 30, 2002
q. Anti-Violence/Harassment Policy for the Health, Welfare and Safety of the Board of Directors, Committees, Community Manager, Agents and Residents – Adopted November 14, 2018
r. Common Area Donated Bench Guidelines – Adopted May 29, 2019
s. Architectural Control Standards and Guidelines (ACS&G's) – Effective October 20, 2017
t. Final Development Standards Handbook – Recorded May 30, 2002

These Rules and Regulations shall be used in conjunction with, and as a complement, to the CC&R's, Bylaws, Articles of Incorporation, the Residential Restrictions, and the Guidelines and Policies (collectively the "Governing Documents").

Violation of these Rules and Regulations and the Governing Documents may be enforced in accordance with the terms hereof, the Governing Documents, and as allowed pursuant to applicable Nevada law.

II. RULES & REGULATIONS

In addition to the Governing Documents, the following Rules & Regulations shall apply to all properties within the Community:

1. Nothing shall be done or kept within the Community which would result in an increase or cancellation of the Association's insurance. **(CC&R's Article III, GG)**

2. Owners shall be responsible for the actions of their tenants, guests, and any other person(s) deriving their right to use the common areas from the owners. Owners shall also be responsible for ensuring their tenants, guests and invitees are aware of, and comply with, the Rules & Regulations, and Governing documents. If an Owner, a tenant or an invitee of an Owner violates any provision of the Governing Documents, or these Rules and Regulations, the Board may impose a fine against the Owner, the tenant or the invitee of the Owner to the fullest extent allowed by the NRS and this Violation & Fine Policy. **(CC&R's Article VII, A)**

3. No illegal or hazardous substances shall be brought upon any portion of the Community except normal household substances in such quantities as is customary for private household use. **(CC&R's Article III, G)**

4. All Improvements or visible modifications to home or structure which can be seen from the exterior of the structure, such as but not limited to, replacing windows, doors, exterior painting, adding or replacing exterior light fixtures, roof or exterior modifications, or adding or making changes to the home or other structures, which can be seen from the exterior of the home or structure, shall be pre-approved in writing by the Architectural Control Committee (ACC) prior to the commencement of any work. The only exception is for like-kind (color, quantity, size, etc.) replacement of items which have already been approved. Re-painting of an existing color which was previously approved shall not require prior written approval unless required by the owner's sub-association. However, it is incumbent upon the owner to verify the existing color was previously approved.
(CC&R's Article IV, C, #2)

5. All Improvements or visible modifications to a Lot or Parcel including front, side and backyards, such as but not limited to, removing or installing trees (non-fruit bearing only) and shrubs, rockery walls, fencing, pavers, walkways, gazebos, trellises, swimming pools, play structures, such as swings, slides and trampolines, water features, hot tubs, spas, statues, treehouses, etc. shall be pre-approved in writing by the ACC prior to the commencement of any work or installation of the item. This applies to vacant, improved, and unimproved Lots, and front, side and back yards. The ONLY exception is for like-kind (quantity, size, etc.) replacement of flowers, groundcovers and shrubs that are listed in "Choosing the Right Plants" published by the University of Nevada Cooperative Extension, updated December 2013. All plantings shall comply with the plant spacing requirements detailed in the Architectural Control Standards & Guidelines (ACS&G's) Handbook. **(CC&R's Article IV, C, #2)**

6. Privately owned and common area trees shall be pruned in accordance with the ANSI A300 (Part 1) – 2017 Pruning Guidelines. Privately owned and common area trees shall not be, topped or removed without prior written approval from the ACC. A written report from a Certified Arborist must accompany each request to remove a tree. CRHA does not permit the removal of healthy trees to enhance or protect views.

7. The ACC may require homeowners to solicit neighbor comments when a project submitted for review consideration does not conform to the established standards or guidelines and would therefore require a variance in order to obtain final approval.

8. As a result of failure to receive prior written approval from the ACC for any project requiring ACC approval, the ACC may require removal of the improvement or restoration to its original state or condition. Additionally, construction penalties may be assessed in accordance with the Construction Penalty Schedule and fines in accordance with the fine schedule attached hereto. In addition, the owner(s) will be invited to attend a Compliance Hearing to address and clarify the ACC approval requirements and process. **(CC&R's Article IV, C, 2)**

9. Construction work hours shall be limited to 7:00 A.M. to 6:00 P.M. Monday through Saturday. Construction work shall not be permitted on Sunday. **(CC&R's Article III, Z)**

10. Maintenance work, except for snow removal and other safety considerations, that generates noise which can be heard outside the home or Lot, such as but not limited to, sawing, drilling, power washing, hammering, blowing, mowing, etc., shall be limited to 7:00 A.M. to 6:00 P.M. Monday through Saturday. Noise generating maintenance work shall be permitted on Sunday from 12:00 noon to 3:00 P.M. **(CC&R's Article III, G)**

11. Dumping and/or the release of any materials, liquid or solid, into lakes, ponds, streams, creeks, ditches and/or storm drains within the Community is strictly prohibited. **(CC&R's Article III, G)**

12. Hunting, boating, swimming, ice skating, and walking on the ice of common area ponds shall not be permitted within the Community. Fishing of any kind shall not be permitted. Trapping of any fish, crustaceans, turtles, or wildlife, etc. shall not be permitted.

13. Repairing of vehicles, or parking or storing of inoperable, unregistered and/or unsightly vehicles shall not be permitted within the Community unless they are repaired or stored entirely within an enclosed garage or other pre-approved structure so as not to be visible from any Lot, street or common area within the Community. Vehicles shall be parked on concrete or asphalt surfaces designated for parking. Parking shall not be allowed on bare, rocked or landscaped areas.
CC&R's Article III, G & Q)

14. The restrictions on Travel Trailers, Motor Homes and Boat Storage in the CC&R's shall also apply to large commercial and/or over-sized vehicles, which have an overall length of more than twenty-four feet (24'), or exceeds eight feet six inches (8' 6") in width ("Commercial Vehicles"). This policy does not prevent a utility service vehicle, a law enforcement vehicle, or an emergency service vehicle from parking in the Community to the extent expressly allowed pursuant to NRS 116.350, provided the Association may require that a person parking a utility service vehicle, law enforcement vehicle or emergency services vehicle, provide written confirmation from his or her employer that the person is qualified to park his or her vehicle in the Community pursuant to NRS 116.350.

Travel Trailers, Motor Homes, Boats and Commercial Vehicles which are parked or stored in violation of the CC&R's or the Rules & Regulations may be towed to a public garage or storage yard to the full extent authorized by law. **(CC&R's Article III, L)**

15. Utility, and all other types of trailers, may be kept on individual Lots, driveways and/or road surfaces for no more than forty-eight (48) consecutive hours nor for more than five (5) days in a thirty (30) day consecutive period. During construction, remodeling and/or disaster abatement, containers, pods or dumpsters may be placed on individual Lots or driveways. Trash and debris shall be properly contained so it is not allowed to become wind-blown. **(CC&R's Article III, L)**

16. Except for authorized maintenance and compliance inspection vehicles, motorized vehicles (including, but not limited to, all-terrain and off-road vehicles, razors, side by sides, scooters, mopeds, Segways, hoverboards, etc.) shall not be permitted on the sidewalks, dirt trails, paved paths, walkways, or common areas. **(CC&R's Article III, Q)**

17. Other than political signs set forth in the next section, no signs, posters, billboards, advertising devices, or other displays of any kind shall be posted or installed on a Lot so as to be visible from outside the Lot without the prior written approval of the ACC with the following exceptions: One (1) pre-approved Caughlin Ranch "For Sale" or "For Rent" sign which may be purchased from the Association office and posted on a Lot subject to the provisions of the CC&R's. One (1) "Open House" "Estate Sale" "Yard Sale" or "Garage Sale" sign may be posted on the Lot where the event is taking place not more than forty-eight (48) hours prior to the event. These signs shall be promptly removed the day after the event. Non-political signs for local or state non-political campaigns, must be pre-approved by the ACC and shall be removed within two weeks of the event which the sign relates to. **(CC&R's Article III, H)**

18. Political signs may be displayed on an owner's Lot subject to any applicable provision of law governing the posting of political signs and under the following guidelines. A political sign is a sign that expresses support for or opposition to a candidate, political party or ballot question in any federal, state or local election or any election of an association. Political signs shall not: exceed twenty-four by thirty-six inches (24" by 36") in size, be posted on any common area, or be electronic or lit-up. Political signs shall be posted and removed in accordance with the applicable local ordinances. Only one (1) political sign may be posted for each candidate, political party or ballot question. Political signs must also comply with the adopted Guidelines and Policies. **(CC&R's Article III, H, #1)**

19. No animals shall be kept or maintained on any Lot except the usual household pets not kept for commercial purposes, which shall be kept in an enclosure, suitable carrier, or an enclosed yard so as not to become a nuisance. When not in a yard or on a Lot, all animals must be kept on a leash held by a person capable of controlling the animal**.** The number of cats shall not exceed seven (7) and the number of dogs shall not exceed three (3) per Lot. Household pets shall not unreasonably interfere with the comfort, privacy or safety of other owners within the Development. Horses, cattle, chickens and sheep are allowed on specific custom neighborhood Lots only if such use is an allowed use in the Supplemental Declaration or CC&R's applicable to such Lot. Pet owners shall immediately clean-up the solid waste left by their animal(s) from any area within the Community. Pet waste shall be removed from the individual Lots so it is not allowed to create odors, attract insects, or become a nuisance to neighboring Lots or Common Areas.

Report loose and/or dangerous animals to the Association and to Washoe County Animal Services at: (775) 322-dogs (3647). The address of the animal's owner is required in order for the Association to take any action. Report nuisance barking to Washoe County Animal Services. Any animal deemed to be dangerous by a governing authority shall either be required to be contained and restrained at all times by an adult capable of controlling the animal or it may be required to be removed from the community if it poses an imminent threat to public safety. **(CC&R's Article III, I)**

20. Self-contained outdoor gas fire pits, chimineas, etc., shall be permitted in accordance with Washoe County ordinances which require, at the minimum, a twenty-five foot (25') clearance from adjacent structures and shall have properly fitted covers which serve as spark arrestors. In-ground and/or open fire pits shall not be permitted anywhere within the Community.

21. Solid waste trash/garbage shall be properly contained before it is placed into the trash receptacle and the lid shall be properly closed so that trash cannot spill out or become wind-blown. Solid waste trash/garbage shall not be placed or stored outside the trash receptacle. Properly bagged yard clippings and landscaping debris may be placed or stored outside the trash receptacle. Trash receptacles and recycle bins shall be stored in such a manner that the containers are screened from view except when the containers are within the collection area for pick-up. Owners and residents WITH approved "animal-resistant" trash containers may place their garbage and recycling containers in the collection area for pick-up the evening before pick-up.

Owners and residents WITHOUT approved "animal-resistant" trash containers shall be required to place their garbage and recycling containers in the collection area for pick-up the morning of pick-up. All garbage and recycling containers shall be removed from the collection area no later than the evening of the pick-up day. Waste Management offers a pick-up service, at no additional charge, to verifiably disabled and elderly residents. This includes pick-up of "animal-resistant" containers.

The Washoe County Health District requires homeowners acquire an animal-resistant container after two (2) violations within one (1) year or less when an animal gains access to the trash. Caughlin Ranch will report these incidents to the Washoe County Health District. **(CC&R's Article III, J)**

22. Installation of an antenna or satellite dish ("Devices") is limited to Devices that do not exceed thirty-nine and thirty-seven hundredth inches (39.37") in diameter (in accordance with 47 C.F.R. Section 1.4000), and shall be mounted in the least conspicuous location that allows for optimum reception. Devices no longer in use shall be promptly removed from sight. The Owner or occupant shall also comply with the adopted Guidelines and Policies related to such Devices. **(CC&R's Article III, K)**

23. The Association has no rights, title, or ownership of the private Caughlin Club fitness center, pool or tennis courts and these Rules & Regulations are not intended to apply to the facility or its private property.

24. Individual garage/yard sales on privately owned Lots shall be permitted only on Friday, Saturday and/or Sunday during the first full weekend in June and during the first full weekend in October from 7:00 A.M. to 3:00 P.M. Signs advertising garage sales may not be posted on any common areas. A list of participating addresses can be obtained from the Association office. Estate Sales may be held on Friday, Saturday and/or Sundays from 7:00 a.m. to 3:00 p.m. within thirty (30) days of the deceased's death who occupied the property where the sale is held or within thirty (30) days prior or subsequent to the owner permanently vacating the property due to age, health or disability. Open Houses may be held on Friday, Saturday and/or Sundays from 7:00 a.m. to 3:00 p.m.

25. Commercial activities shall not be permitted anywhere in the Caughlin Ranch common areas or parks without the prior approval of the Board. This includes, but is not limited to, "pop-up boutiques", food and/or merchandise trucks and stands, vendor sales, etc.

26. It is unlawful for any person to engage in any sport, amusement or occupation likely to impede the passage of pedestrians upon any walking surface and of vehicles upon any street. Portable basketball hoops, sport nets/goals, etc. shall not be placed on any public walking or driving surfaces.

27. Holiday decorations (except December holidays), including flags and banners, shall not be installed any earlier than the first of the month the holiday falls in, and shall be removed no later than the 2nd full weekend of the month following the holiday. December holiday decorations and lighting may be installed up to fourteen (14) days before Thanksgiving, and shall be removed no later than the last full weekend in January.

December holiday decorations and lighting may not be lit-up any sooner than the day before Thanksgiving.

28. The flag of the United States of America and U. S. Military flags may be displayed on an owner's Lot in accordance with the Federal Flag Code. The flag of the State of Nevada may be displayed on an owner's Lot in accordance with the Nevada Flag Code. Seasonal, college/university and team flags may be hung during the appropriate season (winter, spring, etc.). Holiday flags shall follow the same rules as holiday decorations. No offensive, political, advertisements, and/or ragged and torn flags shall be allowed. **(CC&R's Article III, H, #2)**

29. All Lots and parcels, whether vacant or improved, occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly, unsanitary or a hazard to health. The Board of Directors shall have the sole discretion in the determination of what is considered unsightly, unsanitary, and/or hazardous. Such maintenance responsibilities include, without limitation, the repair and reconstruction of a sidewalk, curb and gutter, trail constructed of concrete or asphalt, paving stones, pavers or similar type materials in the public right-of-way that abuts the property of the owner if the owner and/or owner's vegetation caused the need for such repair or reconstruction, or as required by the Guidelines and Policies. The general maintenance of the same shall include, without limitation, sweeping, removal of snow, ice and weeds, and maintenance of any grass, shrubs or trees that encroach into the public right-of-way which may include removal and treatment of roots with an herbicidal fabric and/or tree root barrier. Noxious weeds shall be promptly removed. The most common noxious weeds to the Caughlin Ranch area are: Common St. Johnswort, Hoary cress (Whitetop), Purple loosestrife, and several varieties of thistle. *Note: The complete list of Nevada's noxious weeds can be found on the State of Nevada Department of Agriculture website at: http://agri.nv.gov/Plant/Noxious_Weeds/Noxious_Weed_List/.*
(CC&R's Article III, D)

30. The discharge of weapons or firearms, including pellet/BB guns, and the use of high-powered laser lights are not permitted within the Community.

31. Feeding, attracting, and/or harassment of wildlife shall not be permitted within the community. The Nevada Division of Wildlife (NDOW) recommends the removal of bird feeders (seed and liquid) at dusk in an effort to avoid attracting wildlife such as bears and racoons.

32. Water in private pools, ponds, water features, etc., shall not be allowed to become stagnant so as to attract insects or create odors.

33. Portable basketball hoops, sport nets/goals, etc. shall be permitted within the Community on the individual Lots only and shall be kept in good repair so they do not become unsightly. Owners shall be required to obtain prior written approval from the ACC before a permanent basketball hoop or backboard may be installed. **(CC&R's Article III, EE)**

34. The use of camera equipped drones and/or unmanned aerial vehicles (UAV's) for photographing and/or videoing common areas, parks and trails, etc., and/or another parties' private property within CRHA without the express permission of the property owner is strictly prohibited. Drones and/or UAV's shall not be used to harass, stalk or bully any homeowner, resident, guest, service provider and/or employee of CRHA.

35. No residential Lot shall be rented by the owner thereof for Transient Commercial Use. No restrictions contained in this section shall prohibit an Owner from leasing or renting his or her residence for periods longer than 30 consecutive calendar days. **(ACS&G's III., 3.3)**

"Transient commercial use" is defined as the use of a unit, for remuneration, as a hostel, hotel, inn, motel, resort, vacation rental, or other form of transient lodging if the term of the occupancy, possession or use of the unit is for less than 30 consecutive calendar days ("Transient Commercial Use"). "Remuneration" means any compensation, money, rent, or other valuable consideration given in return for the occupancy, possession or use of a unit."

36. Running through some Lots are concrete swales or valley gutters that are intended to channel irrigation overflow and storm water to natural sloughs, creeks, or other intended drainage points. Concrete swales or valley gutters shall not be altered or obstructed. They must be kept free and clear of debris, landscape materials, plantings, rocks, etc. Blocked valley gutters can cause irrigation and storm water to flood and possibly damage private property and common areas.

37. During the yearly budget preparation process, the Board of Directors will review the Rules & Regulations to determine if any revisions are required. The Board will also review any written comments or suggestions received since the last revision and any legislative actions that may affect the Rules & Regulations. If the Board of Directors determines revisions are required, action to revise the Rules & Regulations will be included on the November Board of Directors meeting agenda, or sooner if the Board of Directors determines revisions are required before the November meeting.

38. The City of Reno's Municipal Code and the Washoe County Code requires the property owner to remove snow and ice from sidewalks adjacent to an owner's property. Such snow and ice from an owner's property, and the sidewalks adjacent to the owner's property shall be removed promptly and in no event, longer than twenty-fours (24) hours of a storm event. The sidewalk must be cleared of snow and ice from one end of the property-line to the other end.

III. FINES FOR VIOLATION OF GOVERNING DOCUMENTS AND RULES & REGULATIONS

Without limiting the Association's remedies as set forth in the Governing documents, or as allowed by law, violations of the Governing Documents and these Rules and Regulations may be addressed in accordance with the following procedures.

A. <u>Enforcement Procedures</u> - In enforcing the violations of the Governing Documents and the Rules and Regulations, the Association will comply with the most current version of NRS Chapter 116, including NRS 116.31031, which at the time of adoption of these Rules and Regulations provide in summary, in part, as follows:

1. Reports of alleged violations must be submitted in writing to the Association office. **<u>A Caughlin Ranch address is required in order for staff to follow-up.</u>** Pictures with a date and time stamp (if possible) are required if staff is unable to photograph the alleged violation.

2. Within a reasonable time after the discovery of the alleged violation, the unit's owner and, if different, the person against whom the fine will be imposed has been provided with:

   (a) written notice specifying in detail the alleged violation, the proposed action to cure the alleged violation, the amount of the fine, and the date, time and location for a hearing on the alleged violation;
   (b) providing a clear and detailed photograph of the alleged violation, if the alleged violation relates to the physical condition of the unit, the grounds of the unit, or an act or a failure to act of which it is possible to obtain a photograph; and
   (c) a reasonable opportunity to cure the alleged violation or to contest the alleged violation at the hearing.

3. The Board may appoint a committee, with not less than three members all of which must have paid all assessments which are due to the Association, to satisfy the Board's obligation to conduct hearings on alleged violations and to impose fines ("Committee").

4. The Board or Committee must schedule the date, time and location for the hearing on the alleged violation so that the unit's owner and, if different, 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. The owner or other person to be fined may appear, be represented by counsel, and be heard at the hearing.

5. The Board or Committee must hold a hearing before it may impose the fine, unless the fine is paid before the hearing or unless the unit's owner and, if different, the person against whom the fine will be imposed executes a written waiver of the right to the hearing or fails to appear at the hearing after being provided with proper notice of the hearing.
   Hearings shall be conducted by the Board or the Committee on an informal basis, which shall not be bound by formal rules of evidence. The Board may adopt such reasonable rules as it deems advisable covering the conduct of such hearings.

   The Board or Committee may render a decision on the violation and:
   a. Dismiss the matter;
   b. Assess a fine commensurate with the severity of the violation and require payment within 30 days;

c. Postpone the assessment of the fine and direct Association staff or the owner to provide more information. In the event the owner is required to provide more information, and the owner fails to provide the information by the required deadline, the Board or Committee may decide the issue based only on the information before the Board or Committee;
d. Grant reasonable variances or adjustments to the amount of the fine where literal application thereof, in the opinion of the Board or Committee, will create hardship to the homeowner and will not be materially detrimental or injurious to other Association members; or
e. The owner will be notified by mail of the Hearing Committee's decision, including the assessment of fines or construction penalties, if any.

6. The minutes of the meeting shall contain a written statement of the results of the hearing and the fine or penalty, if any, imposed, and a notice of the results of the hearing shall be mailed to the owner within a reasonable amount of time after the hearing.

7. If the Committee renders a decision on a violation and/or fine, the decision may be appealed to the Association's Board by the Association's General Manager or the owner or person to be fined. The appeal to the Board must be made in writing and must set forth the reasons the owner believes the Hearing Committee's decision should be changed. All written appeals must be received at the Association's office within ten (10) days of the Hearing Committee's decision, or, if the owner was not present when the decision was made, the date the Hearing Committee's decision is mailed to the owner. The Board will review a timely appeal at the next regularly scheduled executive session so long as the appeal can be timely included on the Agenda for that meeting. The Association will notify the owner by regular mail of the date and time of the executive meeting when the appeal will be heard. If the owner does not appear at the scheduled meeting, the Board will proceed to decide the appeal based on the materials submitted by Association staff and the appellant. In deciding the appeal, the Board will have the same options as set forth above and is not bound by the decision of the Committee. If the owner is not present at the meeting, there will be a written response sent to the homeowner regarding the Board's decision.

8. In addition to imposing a fine, the unit owner or tenant upon whom the fine was imposed will be prohibited from voting on matters related to the Community or using the common elements in the Community.

9. If a fine is imposed and the violation is not cured within 14 days, or within any longer period that may be established by the Board or Committee, 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 providing the opportunity to cure the violation and without the notice and an opportunity to be heard.

10. A fine may be imposed against a unit's owner for a violation of the Governing Documents or these Rules and Regulations committed by an invitee of the unit's owner or the tenant of the unit's owner: (a) participated in or authorized the violation; (b) had prior notice of the violation; or, (c) had an opportunity to stop the violation and failed to do so.

11. A fine may not be imposed for a violation that is the subject of a construction penalty imposed pursuant to NRS 116.310305.

12. If requested by a person upon whom a fine was imposed, not later than 60 days after receiving any payment of a fine, the Association shall provide the person a statement of the remaining balance owed.

B. Fine Schedule and Remedies

1. Violations of the Residential Restrictions, Guidelines and Policies not subject to Construction Penalties and Rules and Regulations will be subject to the fines set forth below.

a. Health, Safety, or Welfare Violations. If the violation poses an imminent threat of causing a substantial adverse effect on the health, safety, or welfare of the unit's owners or residents of the Community, the amount of the fine must be commensurate with the severity of the violation and must be determined by the Board or Committee in accordance with the Governing Documents and will be at least $100.00 per day plus any expenses incurred by the Association to mitigate, remediate or correct Health, Safety, or Welfare violation(s) that are not immediately resolved by the owner.

b. Other Violations. If the violation does not pose an imminent threat of causing a substantial adverse effect on the health, safety, or welfare of the unit's owners or residents of the Community, the amount of the fine must be commensurate with the severity of the violation and must be determined by the Board or Committee 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 minimum fine for a violation is $50 for the first occurrence, and $100 per week for a continuing violation. The limitations on the amount of the fine do not apply to any charges or costs that may be collected by the Association if the fine becomes past due.

2. Construction Penalty Schedule - The Association may impose and enforce a construction penalty against a unit's owner who fails to adhere to a schedule or requirements of the Board or ACC for the commencement, completion, or issuance of a permit for the construction of a unit or an improvement to the unit. The construction penalties will be $250 per violation, and $250 per week for a continuing violation.

3. Costs of Collection, Attorney's Fees and Costs and Liens

a. The Association has a lien on a unit as allowed by law, including without limitation, for the following:

1. Any construction penalty that is imposed against the unit's owner pursuant to NRS 116.310305;
2. Any assessment, including, without limitation, annual, special or reserve assessments, levied against that unit;
3. Any fine imposed against the unit's owner;
4. Any penalties, fees, charges, late charges, fines and interest charged pursuant to paragraphs (j) to (n), inclusive, of subsection 1 of NRS 116.3102.

b. Failure to pay any penalty or fine shall be deemed to be a continuing violation of the Rules and Regulations of the Association.

c. Fines may be collected in like manner as delinquent assessments and, until paid, shall constitute a lien on the property of the offender in like manner as a delinquent assessment, and may be enforceable as such in accordance with the provisions of the Governing Documents, including, without limitation, the Association's Delinquent Assessment Collection Policy.

d. The Association may not foreclose a lien by sale based on a fine or penalty for a violation of the Governing Documents or these Rules and Regulations to the extent prohibited by NRS 116.31162, unless the violation poses an imminent threat of causing a substantial adverse effect on the health, safety, or welfare of the unit's owners or residents of the Community, or the penalty is imposed for failure to adhere to a schedule required pursuant to NRS 116.310305.

e. The Association is entitled to collect attorney's fees and costs to cover the cost of collecting any past due obligation, including any fine or penalty as provided in the Governing Documents, these Rules and Regulations and as provided by law, including, without limitation, NRS 116.310313, NRS 116.3116 thru 116.31168, and any statute adopted prior to or subsequent to these Rules and Regulations allowing for the recovery of fees to cover the costs of collecting any past due obligation.

   The Association is entitled to collect attorney's fees and costs to cover the cost of collecting any past due obligation regardless of whether the past due obligation is collected by the Association itself, or any person acting on behalf of the Association. The limitations of fees and costs recoverable by regulation, if any, are included in the Association's Delinquent Assessment Collection Policy.

f. Any past due fine must not bear interest if prohibited by statute, but the Association is entitled to collect any fees, including attorney's fees, or costs incurred by the Association to enforce the payment of the past due fine.

Cumulative Remedies - The fine schedule and remedies set forth in these Rules and Regulations are in addition to and not a substitute for any other remedies the Association may elect to enforce under the Governing Documents or law.

The Association reserves the right at any time to proceed, at law or in equity, to prevent the occurrence, continuation or violation of any provision of the Governing Documents or these Rules and Regulations. When appropriate, the Board will direct its counsel to file for Arbitration in accordance with Chapter 38 of NRS, when circumstances warrant legal action.

Revised at a duly noticed Board of Directors Meeting on September 25, 2019.