



# *Winterwood Village HOA*

## *Rules and Regulations*



### **I. PURPOSE AND AUTHORITY**

Nevada State laws regulate the operation of all common interest communities within Nevada. Nevada Revised Statutes, particularly Chapter 116, provide the necessary guidance and authority for each, locally elected, Executive Board to manage their Associations in a manner that preserves the integrity of the Association and protects the best interest of the Members. Where as the primary goal of an Association is to provide services, regulate activities, and levy assessments, they also have the necessary authority to impose fines and other sanctions.

Each common-interest community Winterwood Village Homeowners Association (HOA) has a set of Governing Documents in the form of restrictive covenants, By-Laws, Architectural guidelines, and Rules & Regulations (RNR's). HOA refers to these as; Articles of Incorporation, Declaration of Covenants, Conditions, and Restrictions (DCC&R's), By-Laws, and the RNR's. Collectively, these governing documents set out the rules regarding the Rights and Responsibilities of both the Owners and the common interest community.

It is under the authority of these governing documents that the following RNR's are adopted. As mentioned earlier in the Preface, these RNR's do not supersede or amend the DCC&R's or the By-Laws. They are intended to expand on these documents by providing detailed direction and clarity for subjects that may not be adequately addressed in sufficient detail in the DCC&R's and By-Laws.

### **II. FINE AND SANCTION POLICY AND PROCEDURE**

The policies and procedures concerning fines and sanctions that may be imposed against an Owner, Tenant, or Invitee by the Executive Board are covered in extensive detail in Nevada Revised Statutes (NRS), Chapter 116. Where appropriate, relative content from the Statutes may be restated here to ensure all references to this subject remain consistent in the Governing Documents.

#### **A. OWNER'S RESPONSIBILITY FOR THE CONDUCT OF OTHERS**

Consistent with the Association's Governing Documents, which may be amended from time to time, and subject to the relevant provisions of Nevada Law, the Owner is responsible for the actions and conduct of any occupants of his/her Lot including, but not limited to, Family Members, Tenants or Invitees.

#### **B. COMMUNITY INSPECTIONS**

On at least a monthly basis or more frequently as determined by the Board, the Board or Manager shall inspect the Community for violations of the Governing



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Documents.

### **C. COURTESY NOTICE**

Upon receipt of a written complaint from an Owner or Resident or, after an inspection, or the observation of a Member of the Board or Manager regarding a potential violation of the Governing Documents, the Association's Board or Manager, Legal Counsel, or other authorized agent of the Association (the Authorized Agent), acting on behalf of the Board, shall issue a Notice (the Courtesy Notice) to the Owner of the alleged violation. The Courtesy Notice shall be in writing and must be signed by an Authorized Agent of the Association. The Courtesy Notice shall be sent to the Owner at the address of the Lot unless the Owner has notified the Association in writing of a different address for notice. In addition, the Courtesy Notice Shall:

1. Specify in detail the alleged violation and the proposed action to cure the alleged violation;
2. Provide a clear and detailed photograph of the alleged violation, if the alleged violation is related to the physical condition of the Lot or the grounds of the Lot, or an act of failure of which it is possible to obtain a photograph, and;
3. Provide a reasonable opportunity to cure the alleged violation or contest the alleged violation at a hearing. A copy of the Courtesy Notice may be mailed to the occupant of the Lot.

### **D. HEARING NOTICE**

If the Owner fails to take corrective action, requests a hearing, fails to communicate with the Board, and the alleged violation is not remedied within the time period outlined in the Courtesy Notice, the Board, or Authorized Agent may serve a "Notice of Hearing" on the Owner for an alleged violation of any provision of the Governing Documents by the Owner, his/her Family, Tenants or Invitees and/or on the Tenant for an alleged violation by the Owner or Owner's Tenant, his/her Family or Invitees. The Notice of Hearing shall be sent to the Owner at the address of the Lot, unless the Owner notified the Association, in writing, of a different address for notice. The Notice of Hearing must contain each of the items contained in the Courtesy Notice. In addition, the Notice of Hearing must contain:

1. The date, time, and location for the hearing on the alleged Violations;
2. The amount of the fine that may be paid by the Owner or Tenant for the alleged violation;
3. The name of the person issuing the Notice of Hearing.



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A copy of the Notice of Hearing may also be mailed to the occupant of the Lot. In addition, the Notice of Hearing advises that the Owner or Tenant:

1. Has the right to attend all portions of the hearing, except the deliberations of the Board;
2. Has the right to counsel, and should the Owner choose to exercise that right, the Owner or Tenant must notify the management company to provide time for the Board to engage its legal counsel if determined necessary by the Board;
3. Has the right to present all evidence, witnesses, and/or information that may be relevant to address the alleged violation;
4. May present information relating to any conflict of interest of any hearing panel Member;
5. May be assessed a fine of not more than \$100.00 per violation, or a total amount of \$1,000.00, if the conduct does not pose an immediate threat of causing a substantial adverse effect on the Health, Safety, or Welfare of the Owners or Residents of the Community. In addition, the Board also has the right to suspend the Owner's voting privileges and the Owner's, Tenants, or the Invitees or Family Members of the Owner's or Tenant's right to use the common area;
6. May be assessed a fine commensurate with the severity of the violation, with no statutory maximum, if the conduct poses an immediate threat of causing a substantial adverse effect on the Health, Safety, or Welfare of the Owners or Residents of the Community. In addition, the Board also has the right to suspend the voting privileges and the Owner's, Tenants, or the Invitees or Family Members of the Owner's, or Tenant's right to use the Common Properties;
7. Will be deemed to be in continuing violation of the violation should continue beyond 14 days after the Hearing Result Letter is issued and, thereafter, additional fines in an amount not to exceed \$100.00 per violation for every 7-day period that the Owner remains in non-compliance will be added to the account, if the underlying violation does not pose an immediate threat of causing a substantial adverse effect on the Health, Safety, or Welfare of the Owners or Residents of the Community. Then the amount of the fine, per violation, shall be commensurate with the severity of the violation, as outlined in the hearing result letter.

**Nevada State Law requires no mandated cap for Health and Safety Violations and if left unpaid they can be foreclosed upon.**



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### **E. MATTERS EXEMPT FROM COURTESY NOTICE**

If the nature of the alleged violation is such that, in the sole discretion of the Board, it poses an imminent threat of causing a substantial adverse effect on the Health, Safety, or Welfare of the Owners or Residents of the Community, then, subject to the relevant provisions of Nevada Law, the Association may immediately send a Notice of Hearing, without first sending the Courtesy Notice required above. Violations that may pose an imminent threat of causing a substantial adverse effect on the Health, Safety, or Welfare of the Owners or Residents of the Community include, but aren't limited to, the following:

1. Misuse of Amenities;
2. Damage to Association Property and Common Properties;
3. Offensive/Aggressive Behavior;
4. Dogs off-leash;
5. Short-Term Rental or Vacation Rentals.

### **F. TIME FOR HEARING**

The Board or its duly appointed designee may reasonably limit the time an Owner is allowed to present evidence.

### **G. POSSIBLE SANCTIONS**

Any Hearing at which the Board is considering a violation of the Governing Documents without limitation, the failure to pay an assessment, shall be conducted in an executive session of the Board unless the person who may be sanctioned for the alleged violation requests in writing that the hearing be conducted by the Board at an open meeting of the Board. *See* NRS 116.31085 (3) (c) and (4). If the Board concludes, after Notice and Hearing, that an Owner, Tenant, or the Invitee or Family Member of an Owner, Tenant, or Invitee has violated a provision of the Governing Documents, then the Board may impose one or all of the following sanctions:

1. Fines, as outlined in Exhibit B, are consistent with NRS 116 and this Resolution;
2. Suspend the right to use the Common Properties during the term of the violation and for a period of not more than 60 days if the violation is remedied;
3. Suspend the right of the Owner to vote on any matters affecting the Community.



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### **H. COMPLIANCE COMMITTEE**

The Board may appoint a compliance committee (Compliance Committee), of not less than three Members, to give notice of violations, conduct hearings on violations, and impose fines and other sanctions pursuant to this policy.

### **I. APPEAL PROCESS**

If the hearing is held before the Compliance Committee appointed by the Board, then the Owner may appeal the outcome of the hearing to the Board. Any such appeal must be in writing and received by the Board or Manager not more than 15 days after issuance of the hearing result letter. If the violations process is handled by the Board, without the involvement of the Compliance Committee, then no appeal may be made.

### **J. CUMULATIVE REMEDIES**

The remedies and penalties set forth herein are cumulative in nature and do not prevent the Association from taking all necessary legal action to enforce any violations of the Association's Governing Documents by declaratory and injunctive relief. Thus, the Association reserves the right to avail itself of any other remedy permitted by law and the Associations Governing Documents to collect assessments and related costs and charges, including but not limited to bringing an action in Small Claims, Justice or District Court or initiating arbitration proceedings through the Nevada Real Estate Division. *See* NRS 38.310. Such remedies may be taken in addition to or instead of any action already taken, and the commencement of one remedy shall not prevent the Association from electing, at a later date, to pursue another remedy.

### **K. NOTICE TO THE ASSOCIATION**

Owners and Tenants should respond in writing to make payments to the address as directed by the Association or its designated collection agent. If no address is given, responses and petitions should be mailed to the Management Company or the Homeowner's Association:

**Winterwood Village  
Board of Directors  
5500 Everglade St.  
Las Vegas, NV 89124**



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### **L. SUMMARY OF COLLECTION FEES AND COSTS**

The collection fees and costs of the Association are set by the Board or its designated collection company. The Collection fees and collection agent are subject to change.

### **M. CONFLICTS**

In the event the procedures set forth herein may be, at any time, inconsistent with provisions of the Governing Documents or Nevada Law, the Governing Documents and Nevada Law shall control.

### **N. SEVERABILITY**

If any of these procedures should be ruled invalid or improper, the validity and enforceability of the remaining procedures shall be unaffected, and the procedure held to be invalid shall be reformed to give it the manifest intent with which it was drafted.

## **III. TIMELY PAYMENT OF ASSESSMENTS**

Timely payment of assessments is critical to the Winterwood Village Homeowners Association. The failure of any Owner to pay assessments when due created a cash flow shortage for the Association and causes those Owners who timely pay their assessments to bear a disproportionate share of the Association's financial obligations. Therefore, the Board of Directors (Board) for the Association, hereby adopts the following Delinquent Assessment Policy and Procedure for implementation within the Association, with the capitalized terms having the same meaning as those terms defined in the Amended Declaration of Covenants, Conditions, and Restrictions of Winterwood Village HOA (DCC&R's).

### **A. TYPES OF ASSESSMENTS**

Pursuant to Declaration and the Applicable Nevada Law, the Association must levy Annual Assessments and Capital Improvement Assessments, as defined in the Declaration, and reserve assessments as outlined in NRS 116 (collectively the Assessments), sufficient to perform its obligation under the Declaration, By-Laws, Articles of Incorporation and any rules, regulations, and resolutions adopted by the Board, which may be amended from time to time (collectively the Governing Documents) and Nevada Law. *See* Declaration, Article VI, and NRS 116.3102 (1) (b) and 116.31152 (1). Annual Assessments in an amount sufficient to pay the Common Expenses pursuant to the Association's budget, are levied annually and shall be paid in installments as such frequency and in such amounts





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as established by the Board.

### **B. CREATION OF LIEN AND PERSONAL OBLIGATION OF OWNER**

Each Assessment or charge is the personal obligation of the Owner at the time the Assessment or other sums are levied. *See* Declaration, Article VI. Recordation of the Declaration constitutes a record of the notice and perfection of the Declaration of the Association's lien. No further recordation of any claim or lien for any unpaid Assessment is required. *See* NRS 116.3116 (9). However, pursuant to this Policy, the Association may record a Notice of the lien for unpaid Assessments and related charges.

#### **1. NO EXEMPTIONS**

No Owner may exempt himself or herself from liability for Assessments by non-use of Common Properties or abandonment of his/her Lot.

#### **2. NOTICE TO THE OWNER OF THE INCREASE IN ASSESSMENTS**

The Association will give the Owners notice of any increase in the Assessments, through the budget process outlined in the Associations Governing Documents and Nevada Law, at least 30 days in advance of each Annual Assessment period. *See* Declaration Article VI, Section I. Notice will be sent by first class mail to the Owners at the address on the membership register as of the date the notice is issued or to an electronic mail address if the Owner has designated an electronic address to which notice may be delivered. *See* NRS 116.3116. It is the responsibility of each Owner to advise the Association of any changes in their mailing address. The Board may elect from time to time to provide additional periodic statements of the Assessments and charges, but failure to transmit such additional statements does not relieve the Owners of the obligation to pay Assessments.

#### **3. DESIGNATION OF COLLECTION AGENT**

The Board may designate an agent to collect Assessment payments and administer the Assessment Collection Policy. Such a designated agent may be a collection company, trustee company, law firm or any other agent properly licensed to provide the service.

#### **4. DUE DATE**

Unless otherwise specified by the Board, an Assessment is due on or before the first day of the month for which it is due. *See* Declaration, Article VI. At



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present, the Annual Assessments for Common Expenses are due on the first day of each month. Other Assessments are due on the date established by the Board.

### **5. LATE FEES**

Any installment of an Assessment, or portion that is not received by the Association within ten days after the due date, shall be deemed to be past due and result in a late fee being imposed in the amount of \$4.50 per month. *See* NRS 116.3102.

### **6. INTEREST**

Subject to any limitations imposed by the Nevada Service Members Civil Relief Act (NVSCRA), any installment of an Assessment, or portion thereof, which is not received by the Association within 60 days after the due date, shall bear interest at the rate of prime plus 2% per annum. *See* Declaration, Article VI and NRS 116.3115. The prime rate shall be determined by the prime rate at the largest bank in Nevada as ascertained by the Commissioner of Financial Institution on January 1 or July 1, as the case may be, immediately preceding the date the Assessment becomes due.

### **7. COST OF COLLECTIONS**

The Association shall charge an Owner a reasonable fee to cover the costs of collecting any delinquent Assessments in an amount not to exceed the amount established by the Commission for Common-Interest Communities and Condominiums and Hotels. Such costs shall include but are not limited to, any fee, charge, or costs by whatever name, any collection fee, filing fee, recording fee, bankruptcy search fee, referral fee, fee for postage or delivery, and any other fee or cost the Association may charge an Owner for the investigation, enforcement, or collection of a delinquent Assessment (collectively, the Collection Costs). Such Collection Costs shall become additional charges against the Owner's Lot and shall be subject to collection pursuant to the Policy. *See* Declaration, Article VI, NRS 116.310313, and NRS 116.3116 (1).

### **8. LATE NOTICE**

If any Installment of an Assessment is not received within 30 days after the due date, a Late Fee Notice may be sent to the Owner itemizing the Assessment installment and late fees. The processing cost for mailing this Late Fee Notice to the Owner shall be charged to the Owner.





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### **9. APPLICATION OF PAYMENTS**

Unless otherwise specified by an Owner, payments received by the Association shall be applied as mandated by NRS 116, NRS 116A, and NAC 116. The Association may not apply any Assessment, fee, or other charge that is paid by an Owner toward a fine or monetary penalty imposed by the Association against the Owner, without the Owner's consent. *See* NRS 116.310315.

### **10. COMPLIANCE WITH NEVADA SERVICE MEMBERS CIVIL RELIEF ACT (NVSCRA)**

To comply with Nevada Service Members Civil Relief Act (NVSCRA), which became law in Nevada on May 29<sup>th</sup>, 2017, before the Association takes any action to pursue collection of past due obligations, the Association shall:

- a. Inform each Owner, or his/her successor-in-interest, that if the person is a service member or dependent of a service member, he/she may be entitled to certain protections granted by the NVSCRA;
- b. Give the person the opportunity the information necessary for the Association to verify whether the person is entitled to the protections set forth in the NVSCRA including, but not limited to, the social security number and date of birth of the person.

### **11. DISCLOSURE AND PAYMENT PLAN**

In addition to all other remedies available to the Association, and after the Association has made a good faith effort to verify that the Owner is not entitled to the protections of NVSCRA, if any installment of an Assessment, or portion thereof, is not received by the Association within 60 days after the obligation becomes past due, the Association shall transmit a letter to the Owner (Disclosure and Payment Plan). The processing cost for preparing and mailing the Disclosure and Payment Plan to the Owner shall be charged to the Owner. For this resolution, an obligation shall be deemed to be "past due" on the date a late fee may be imposed. The Disclosure and Payment Plan shall include the following:

- a. A schedule of the fees that may be charged if the Owner fails to pay the past-due obligation;
- b. A proposed repayment plan;
- c. Notice of the right to contest the past due obligation at a hearing before the Board and the procedures for requesting such a hearing;
- d. Notice that the Association's records do not reflect that the person is



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entitled to the protections of NVSCRA and an invitation to provide the Association with the information necessary to verify whether the person is entitled to protection under the NVSCRA. *See* NRS 116.31162 (4).

- i. The schedule of fees referenced above, is included as an attachment to the Board Resolution. The Association may satisfy the above section by re-sending to the Owner a copy of the Fee Schedule.
- ii. Unless otherwise determined by the Board after the hearing referenced above, all repayment plans shall be:
  1. Signed by the Owner and returned to the Association within 30 days of the date the Disclosure and Payment Plan is mailed;
  2. Be completed in \_\_\_\_\_ months, and;
  3. Require the Owner to stay current on future accruing Assessments.
- iii. If an Owner wants to request a hearing to contest the past due obligation, within 30 days of the Disclosure and Payment Plan being mailed, the Association must receive a written request for the hearing. The written request must be sent to and received by the Association's Board or Manager within the time period provided.
- iv. If the Owner or his/her successor in interest requests a hearing (iii, above) or enters into a repayment plan (ii, above) within 30 days after the date on which the Disclosure and Payment Plan is mailed and is unsuccessful at the hearing or fails to make a payment under the repayment plan within ten days of the payment's due date under the repayment plan, the Association may take any lawful action to enforce its lien. *See* NRS 116.31162 (4) (b).

### **12.ASSIGNMENT OF ACCOUNT TO BE DESIGNATED COLLECTION AGENT**

If within 30 days after the Disclosure and Payment Plan is mailed, the Owner has not:

- a. Paid the past due obligation in full;
- b. Signed and returned the Disclosure and Payment Plan;
- c. Submitted a written request for a hearing, or;
- d. Notified the Association that the Association may turn the account over to the Association's Designated Collection Agent for collection which may include recording a Notice of Delinquent Assessment and, thereafter, foreclosing on the lien. *See* NRS 116.31162.



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### **13. ACCEPTANCE OF PAYMENT**

The following provisions shall apply to payments made;

- a. If an Owner physically delivers a payment for delinquent Assessments to the Association, the Associations Board or Manager, or its Designated Collection Agent. Then the Association must accept such payment;
- b. If an Owner remits a payment and makes a notation on the check that it is "payment in full", or some other similar verbiage, but the payment does not constitute full payment, the Association, the Board or Manager, or its Designated Collection Agent need not accept such payment;
- c. If the Association has agreed with a Designated Collection Agent to collect delinquent Assessments, and such agreement provides that the Association, its Board or Manager or its Designated Collection Agent need not accept payments from an Owner after the Owner's account has been referred to collections, the Association, its Board or Manager or its Designated Collection Agent must accept payments received from that Owner not with standing the provisions of the agreement with the Designated Collection Agent to the contrary. Upon acceptance of such payment, the Association or its Board or Manager must either forward the check to the Designated Collection Agent or email or fax a copy of the check to the Designated Collection Agent;
- d. If the Association has agreed with a Designated Collection Agent and the payment received from the Owner has been noted as "payment in full" but does not constitute full payment of the Assessments due, the Association, its Board or Manager or its Designated Collection Agent need not accept the payment.

### **14. PAYMENT PLAN**

At any time after an account has been delivered to the Designated Collection Agent, an Owner may petition the Board in writing a payment agreement to allow the Owner to make periodic partial payments on the entire balance of the Assessment account. However, after an account has been delivered to the Designated Collection Agent, the Association has no obligation to enter into such a payment agreement. Not with standing the foregoing, if the Board agrees to enter into a payment agreement and to accept a reasonable payment plan with the Owner, then the terms of any payment shall include, at a minimum:



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- a.** The Owner stays current on all future accruing Assessments as they come due;
- b.** Paying off the past due balance, including all Collection Costs and related charges, in installments, over a term acceptable to the Board;
- c.** Any payment agreement entered into with the Owner shall be reasonable, as determined in the sole discretion of the Board, and for the sole purpose of assuring that the best interests of the Association are served. The payment agreement shall be in writing and a provision shall be included that failure to meet any terms of the agreement shall give the Board the right to immediately continue the collection/lien/foreclosure process without further notice to the Owner;
- d.** Neither the Association nor its Board or Manager shall have the authority to waive any amounts incurred for any collection costs imposed directly by the Designated Collection Agent, such Owner shall be responsible for contracting the Designated Collection Agent directly, to make arrangements.

### **15. RELEASE OF LIEN**

Subject to Nevada Law, a Release of Lien (Release) and/or Rescission of Notice of Default (Rescission) will not be recorded until the entire balance of the Owner's Assessment account is paid. *See* NRS 116.31162. All charges incurred in recording a Release and Rescission, including reasonable Attorney's fees, if any, will be charged to the Owner's Assessment Account.

### **16. NSF CHECK**

At any time that the Association or its Designated Collection Agent receives a check dishonored by the bank for any reason, a charge shall be imposed and added to the Owner's account. *See:* Exhibit A. Upon receipt of a returned check, the Association shall notify the Owner of the same in writing (the NSF Notice), and the Owner shall be required to resubmit payment for his/her Assessment in the form of a cashier's check or money order only within ten days of the date of the NSF Notice. The Association will not resubmit a previously returned personal or business check for payment. Furthermore, if any Owner is required to resubmit payment due to insufficient funds, the Owner will be subject to the late fee and interest charges as set forth and more fully described in the above section. The



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Board may immediately proceed with the collection process if the entire past due Assessment may also seek any other damages, in accordance with Nevada Law. (Returned check fees are subject to change)

### **17. OWNER DISPUTES**

If the Owner disputes the accuracy of the calculation of an account or the amount charged to the Owner's Assessment account, an objection to the specific charges must be received by the Board within 30 days of the date the notice was received by the Owner of the charge or balance. The disputed amount may remain unpaid during the investigation, but undisputed portions of the account must be paid before the delinquency date to avoid Collection Costs. No action will be taken to collect the disputed amounts until the investigation is complete and the Board makes a decision. The Owner must provide the following information in writing regarding any dispute:

- a.** The Owner's name, mailing address, and account number;
- b.** The exact dollar amount in dispute or in error;
- c.** For each charge in dispute, an explanation of the reasons the Owner believes there is an error, including evidence that may assist the Board in resolving the issue, i.e., dates, names, and check numbers, so that the dispute may be investigated efficiently and effectively;
- d.** Copies of checks (both front and back), letters, or other documents applicable to the account and claimed error must accompany the written objection.

### **18. OTHER REMEDIES**

The Association reserves the right to avail itself of any other remedy permitted by law and the Association's Governing Documents to collect Assessments and related costs and charges, including, but not limited to, initiating an action through the Nevada Real Estate Division and/or bringing an action in Small Claims, Justice or District Court. Such Remedies may be taken, and the commencement of one remedy shall not prevent the Association from electing at a later date to pursue another remedy.

### **19. NOTICE TO ASSOCIATION**

Owners should respond in writing or make payments to the address as directed by the Designated Collection Agent. If no address is given, responses and petitions should be mailed to the Association at the following address:



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**Winterwood Village  
Board of Directors  
5500 Everglade Street  
Las Vegas, Nevada 89142**

### **20. WRITE-OFFS**

In accordance with NRS 116, the Board shall approve all write-offs of debt and the Board or Manager shall provide timely reports to the Board regarding collection matters.

### **21. DESIGNATED COLLECTION AGENT COSTS OF COLLECTIONS**

The Fee Schedule Exhibit, which includes collection fees and costs of the Association or its Designated Collection Agent, is available in the Resale Packets, online on the Winterwood Village Website ([www.winterwoodvillage.com](http://www.winterwoodvillage.com)), and from HOA Collections.

### **22. SUSPENSION OF PRIVILEGE**

In addition to any other remedies set forth herein, if any installment of Assessment, or any portion thereof, is not received before the deadline, then the Board may after notice and hearing suspend the right of:

- a. The Owner to vote at meetings of the Association, and;
- b. The Owner's or Owner's Family, Tenant or Invitees of the Owner or Tenant from using the Common Property.

The suspensions may be imposed so long as the Owner is delinquent in the payment of Assessments. No suspensions may be imposed until the Owner has been afforded the right to be heard in person, by submission of a written statement or through a representative, at any such hearing.

## **IV. CLUBHOUSE RENTAL**

The Clubhouse may be reserved by an individual Member of the Association to conduct private functions where the attendance, at such function, is limited to Members of the Owner's Family and Invitees. The Clubhouse may occasionally be reserved by other outside entities to conduct programs or activities of general interests and attendance at such functions is strictly limited to Association Owners, Tenants, and Invitees. The conditions for reserving the Clubhouse for private functions are:





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### **A. RESERVATIONS**

Arrangements for conducting private functions in the Clubhouse are made with the Winterwood Office, its Board, or Manager and must be made at least 30 days in advance. An exception to this may be made by the Board of Directors or Manager when coordinating the use of the facilities for funerals, receptions, memorials, etc. The Clubhouse shall not be reserved for private functions on major holidays unless previously approved by the Winterwood Village Executive Board. Scheduled activities will take precedence over all other functions;

### **B. AGE RESTRICTIONS**

This is a family park and as such, some restrictions commonly apply. Except during Open Rec and Recreational Events and activities, a minor must be accompanied by an adult to enter the clubhouse;

### **C. CLUBHOUSE AREAS RESERVED**

Clubhouse areas that may be reserved for approved functions only include the main room (banquet room), the kitchen, and restrooms. The following areas are not reserved and remain available for use by the general membership: the Game Room (Pool/Billiards), Library Room, and Swimming Pool area (open during summer);

### **D. SECURITY DEPOSIT**

A refundable security deposit of \$100.00 is required by all users to ensure the material condition of the facility is preserved and that no disturbance occurs. A refund of the \$100.00 security deposit is subject to the satisfactory cleaning of the facilities by 10:00 am the following day. The responsible party reserving the Clubhouse must remain in attendance for the entire period of the function and is held accountable for any form of damage to the facility and its contents. Should damages exceed the security deposit amount, appropriate restitution must be made to the Association within five business days. The security deposit is waived in cases where Association Members have reserved the Clubhouse for the express purpose of conducting funeral receptions, memorial services, or other related funeral services. Homeowner Rental fee (Non-refundable) is \$150.00 for 4 hours. **Rental fees for Outside Renters are available upon request. (All Clubhouse rental fees are subject to change);**

### **E. CLEANING DEPOSIT**



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A refundable Cleaning Deposit of **\$100.00 will be refunded** if after the event the Recreation Hall is left in a clean manner as it was before the rental began. This fee is for Homeowner's wishing to rent the Clubhouse;

### **F. USE FEE**

A non-refundable use fee of \$150.00 is required for any private use by a Owner, commercial or political interests when renting the clubhouse where fundraising or sales or products or services is the main purpose of the event. This fee is in addition to the security deposit required and applies whether the rental of the clubhouse for such use is by a Owner. Exceptions to this requirement are:

- 1. Association Sponsored Activities.** This includes periodic sales at the Clubhouse during scheduled Sales events, etc. There will be a limited number of tables available to Owners and Tenants. Table space fees; varies by size, check with the current Activities Director for the fees and availability of tables. Check with the Association office for the name of the Activities Director and his/her contact information;
- 2. Benefits.** As a family community, the Association strives to provide programs and activities that are of interest and benefit to our Members. Therefore, organizations that provide information and services that benefit the senior, disabled, or military are not charged a use fee for the use of the Clubhouse provided these products, or services are offered free of charge and the function is open only to Association Owners, Tenants, and Invitees;

### **G. DURATION OF FUNCTIONS**

All functions are limited to a maximum of 6 hours, after which the responsible party is to properly secure the facility;

### **H. OBSERVANCE OF THE RULES**

The responsible party is to ensure the RNR's of the Association are observed by all in attendance and that no unlawful activity is permitted, particularly those laws regarding minors and alcoholic beverages. *See NRS 202.055;*

### **I. PARKING**

Clubhouse parking is available in designated parking areas on the west and east sides of the Clubhouse. Overflow parallel on-street parking is permitted around the park and playground area where designated. Parking in front of a private residence without their express permission is not permitted. **Parking in Red Zones Is**



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**Strictly Prohibited.** Parking in Guest Parking is “Temporary Parking Only”. If parking is needed for a brief time longer, upon board approval a temporary parking permit may be issued;

### **J. CONFIRMED RESERVATIONS**

Before reservations for the Clubhouse may be confirmed, the date and time must be approved by the board of directors or management. A contract must be signed, the \$150.00 non-refundable, Cleaning Deposit, Use Fee, and the \$300.00 Security Deposit must be paid. Any unusual request requires a review by the Executive Board before reservations may be confirmed.

### **V. CLUBHOUSE & POOL USE**

The use of the Association’s Clubhouse is one of the many benefits and privileges of living in the Winterwood Village Association. The Clubhouse is a community property available only to Owners in good standing and is the central location for most community activities. Amenities include a banquet room, kitchen, game room, fitness center, and spa. A variety of social events and other activities are also conducted here by a volunteer Activities Committee. As with any community facility, it takes a community effort and cooperation to preserve the condition of the facility. All users are expected to understand and abide by the following Clubhouse rules:

#### **A. SMOKING IN CLUBHOUSE**

**The Clubhouse is a non-smoking facility.** Smoking is prohibited in the Clubhouse, without exception. The use of electronic cigarettes (e-cigarettes) is also prohibited;

#### **B. GROUP FUNCTIONS**

Any group function planned to occur in the Clubhouse must be coordinated with the Board or Manager, to ensure there is no conflict between the schedules established by the Activities Committee or official functions scheduled by the Executive Board;

#### **C. PETS**

Except for "Service Animals", pets are not allowed in the Clubhouse under any condition;



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### **D. DAMAGE TO THE FACILITY**

Any damage to the facility, furniture, fixtures, or equipment caused by an Owner, Tenant, or Invitee will be repaired or replaced at the expense of the Owner, Tenant, or Invitee involved. Anyone observing any abuse of the facility is obligated to report the incident to a Member of the Board or Manager;

### **E. AGE RESTRICTIONS**

No one under the age of 18 years old is permitted in the Clubhouse at any time except under the limited condition provided above, or with the express permission of the Board or Manager. If the person is employed by the Association this age restriction does not apply to them and they are permitted to be in the clubhouse and on Association property. Therefore, the Board will allow employees under the age of 18 to enter the clubhouse pool area and other areas within the Association;

### **F. POOL TABLE**

Games must be limited to 30 minutes if others are waiting to play;

### **G. CONDUCT**

There will be no running, jumping, or harsh play on or about the furniture in the clubhouse or pool area. Anyone behaving in a disruptive, harassing, or rude manner will be asked to leave the clubhouse or pool area;

### **H. CHILDREN UNDER 4 YEARS OLD**

Children under 4 years old are not allowed alone in the pool or the fenced area surrounding it;

### **I. HOURS OF OPERATION**

During Summer the hours may vary.  
Usually, open from 9:00 am to 10:00 pm.  
Adults Only, from 10:00 pm until 11:00 pm.  
These hours are **subject to change**;

### **J. FLOATS, RAFTS, ETC.**

Floats or rafts may be used in the pool only if there are six or fewer people in the



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pool;

### **K. CLUBHOUSE USE**

No wet bathing suits or towels are allowed in the Clubhouse, except in the dressing/restroom areas;

### **L. USE OF SPA**

No Attendant is on duty. To reduce the risk of bodily injury, the use of the Spa under the following conditions is prohibited:

1. Must be 14 to enter Spa;
2. Use by unsupervised minors;
3. Use while under the influence of alcohol or controlled substances;
4. Use if pregnant;
5. Use for extended periods.

## **VI. SWIMMING POOL**

The pool usually opens on or near Memorial Day, weather permitting. Detailed Pool Rules governing the use of the Pool & Spa are posted in the pool area. Homeowners must read, agree to and sign the pool rules agreement. In addition to those rules, the following apply;

### **A. NO LIFEGUARD IS ON DUTY**

Swimming is at your own risk;

### **B. CONDUCT**

It shall be the responsibility of the Owner, or Tenant if applicable, to require their guests to abide by the rules and conduct themselves accordingly;

### **C. SHOWER BEFORE SWIMMING**

Showering before swimming helps keep swimming healthy for everyone in the pool. This practice reduces dirt, bacteria, and excess oils. It helps keep our pool clean and sanitary;

### **D. POOLSIDE ACTIVITIES**



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Diving, pushing, tripping, tag games, cannonballing, etc., or any other unsafe activity will not be permitted. Bicycles and skateboards are not permitted in the pool or the visitor's area;

### **E. FOOD, BEVERAGE, ALCOHOLIC BEVERAGES**

Winterwood Village Association prohibits the presence of food, alcoholic beverages, and glass containers in the pool area. Plastic containers/bottles for **WATER ONLY**. The pool area must always be kept clean and free of trash. Any violation of these rules may result in the closing of the pool by the Health Department or the Association;

### **F. ATTIRE**

Attire must conform to conventional swimming suits. No frayed "cut-offs" or street clothing. Absolutely no skinny-dipping;

### **G. PETS**

Pets, (dogs, cats, birds, etc.), are not allowed in the pool area;

### **H. SOLO SWIMMING**

Solo Swimming, swimming alone when no other person is in the immediate area, is discouraged;

### **I. SMOKING IN DESIGNATED AREA**

Smoking is permitted **ONLY** in **designated areas**. This restriction also includes the use of electronic cigarettes (e-cigarettes). Smoking is permitted **ONLY** in **designated smoking** areas.

## **VII. ARCHITECTURAL RULES AND REQUIREMENTS**

The architectural character of each community is established by the architects who originally designed it. Within the guidelines established in the DCC&R's, the Architectural Review Committee (ARC) will be responsible for preserving the architectural integrity of that design. The ARC will establish control standards for approval of the Board and will inform all homeowners about those standards. The standards should not overly stifle the imaginative or creative desires of Residents but rather assure them that protective restrictions are in effect which will help maintain





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the appearance and value of their property. All Members of the Committee shall be property Owners within the development unless the Board chooses to appoint an outside person with architectural expertise:

### **A. Architectural Changes**

Any changes to the original architectural design of your home or property or any plans for new construction must first be reviewed and approved by the Architectural Committee. Architectural approval is required for buildings, fences, walls, structures, pools, painting (including color), concrete work, changes in the landscape, exterior additions, alterations to homes, and any other exterior change. This list is not all-inclusive. The request for architectural changes must be submitted to the Architectural Committee in writing and must clearly show the nature, kind, shape, heights, color, types of materials to be used, and setbacks of the work intended. Architectural Review Request Forms are available in the Association's office and must be used to submit your request to the Architectural Committee. A copy of the Architectural approval must be displayed where it can be seen from the street. County approval or a permit may be required;

**NOTICE: Failure to secure Architectural approval for your project may subject you to a fine of \$100.00 and your improvement may be delayed approximately 60 days. County approval or a permit may be required.**

### **B. Replacement of Home on Lot**

Prior approval must be obtained before a replacement manufactured home may be placed on a Lot within Winterwood Village complete floor plans (provided by the manufacturer) depicting the actual size of the home along with accurate drawings of the Lot and other improvements must be provided to the Architectural Committee before any work concerning such a project may proceed;

### **C. Setbacks**

No permanent or temporary structure or mobile home shall be permitted, maintained, or constructed on any Lot closer than 10 feet from the front property line of the Lot, nor closer than 6 feet from the inside of the sidewalk. Side yard setbacks are 5 feet. Back yard setback is 15 feet from the back-property line, except where the building setback line is shown otherwise on the recorded plot;

### **D. Skirting**

Hitches must be removed, and the home must be completely skirted within 60 days after the home is placed on the Lot. Plastic or fiberglass skirting is not



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permitted. Ground-level installation is permitted;

### **E. Awnings**

1. **Carport awnings** must be installed within 60 days after the home is placed on the Lot and must contain 240 square feet or more in the area unless the design or placement of the home prohibits compliance with this minimum requirement;
2. **Plastic or fiberglass awnings** are not permitted. In special circumstances, the carport awning may be raised in height to accommodate parking an RV in your driveway;
3. The height of the awning may not exceed the peak of the home roof. This action requires advance approval from the Architectural Committee;
4. **Patio awnings** must be installed within 60 days after the home is placed on the Lot and must contain 120 square feet or more in the area unless the design or placement of the home prohibits compliance with this minimum requirement. Plastic or fiberglass awnings are not permitted. Irregular Lots may require variations to comply with County Code. This action requires advance approval from the Architectural Committee;

### **F. Block Walls**

The existing block walls (Party Walls) may be increased to six feet from ground level on the inside of the Lot, provided all adjoining Owners consent to this alteration and state their Objections/no Objections in writing on the Architectural Review Request Form:

1. **Decorative Block.** Not Mandated;
2. **County Building Permits Required.** A County Building Permit is also required. Although the Architectural Committee may grant permission to raise the wall, Clark County has the final authority in this matter. The Association will support the County's decision;
3. **Wall Coatings.** The walls may be finished with paint or stucco, etc., on the inside walls only. An approved Architectural Review Request Form is required in advance before any painting may be started.

### **G. Fencing**

1. **Height.** Fencing shall not exceed the height of the existing party walls and may be constructed with the following materials: block, brick, wrought iron, or slump stone.



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2. **Front of Home.** Fencing may be permitted in front of the home; however, it does not exceed the height of 4 feet.
3. **Fencing and Drainage Channels.** No fence of any type can be installed that restricts access to the park's drainage channels.
4. **Chain Link Fence.** Chain link or other galvanized fencing is permitted. No major repairs can be made without Board approval.

### **H. Flag of the United States**

The flag of the United States may be displayed from the Owner's property from a pole, staff, or in a window. Only flags constructed with a standard fabric commonly used in quality flags may be displayed. The flag should be displayed in a manner that is consistent with Title 4 U.S.C. Chapter 1:

1. **Flag Poles.** A flagpole not exceeding 25 feet in height may be placed on individual Lots for displaying the flag of the United States;
2. **Maximum Flag Dimensions.** The flag displayed must be proportional to the staff or pole from which it is displayed and may not exceed 5 feet by 8 feet.

### **I. Landscaping**

The front landscaping consists of the six feet area between the inside edge of the sidewalk and the front of the mobile home for the entire width of the Lot (wall to wall). Front landscaping must be completed within 90 days after move-in. All exposed dirt must be covered (plants, rock, sod, grass, bark, etc.). Landscaping on the sides of the home must be completed within six months or screened from view. All screening must be approved by the Architectural Committee. Weeds and dead plants and trees must be removed, and landscaping must be kept in a neat and orderly condition.

### **J. Storage Sheds**

Standard storage sheds may be placed on your Lot but must be placed at least 5 feet from both side and rear yard walls. All sizes up to and including 10 feet by 12 feet are considered standard Storage sheds attached to the mobile home and must be set no closer than 15 feet from the rear wall and no closer than 5 feet from the sidewall. Unattached sheds must be at least 10 feet from the home and no closer than 5 feet from the side or rear wall. In no case shall less than 10 feet between buildings be permitted. An Architectural Review Request Form for the placement and/or construction of a shed must be approved by the Architectural Committee before the commencement of any work. Any shed larger than 120 square feet requires a county permit. Plastic and fiberglass sheds are not



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permitted. The Architectural Review Request Form includes a drawing that shows possible shed locations.

### **K. Materials**

All materials used for exterior improvements around the home must be approved in advance by the Architectural Committee:

#### **1. Materials Permitted**

- a. Aluminum, cloth, or metal awnings only when installed by a licensed contractor;
- b. Vinyl sunscreen materials may be used on window screens. Sunscreen materials may also be installed along patios and driveway areas to the maximum amount of 300 square feet on the property. Sunscreen material must be installed in/on a framework that will support the fabric in such a manner that it will not become loose or baggy. The colors of the sunscreen material must complement the color scheme of the home. Fabric sunscreen roll-ups may be used during daylight hours. They must be made of sunscreen material and secured properly to prevent noise. Roll-ups must be rolled-up at night;
- c. Vinyl and aluminum siding are permitted provided it is installed by a licensed contractor;
- d. Lattice. Vinyl lattice must be set in a frame and shall not exceed 300 square feet per Lot. Painting is not required on installations of a vinyl lattice. No wood lattice allowed – it must be replaced with vinyl as necessary.

#### **2. Materials Not Permitted**

- a. No discolored chain link fence shall be permitted.
- b. No fiberglass or plastic on any Lot within Winterwood Village.
- c. No Other roof coatings Except White roof coating to protect the roof shall be permitted.

### **L. Antennas and Satellite Dishes**

**Size and type.** Microwave or satellite antennas (dish) of standard size are permissible if the bracket is mounted on the rear or the side of the house in a position compatible with proper satellite alignment. In no case shall such antennas be mounted at the front of the houses above the eave, on the roof, fences, or chimney structure above the eave, unless a useable signal cannot be obtained elsewhere.



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### **M. Exterior Colors of Home**

All painted exterior surfaces must be maintained in good condition. Exterior surfaces that have become weathered to the extent where the paint appears dull, chalky, spotted, or have cracking or peeling must be repainted. The exterior of homes, sheds, fences, postern lamps, electrical meter bases, and any other exterior surfaces must be painted in a color that complements the surrounding homes. Bright colors are not permitted. Colors of a desert and southwest style or pastel are required. A wide selection of colors, already approved for use, are available for your consideration at the Association office or by contacting the Architectural Committee. Should you choose not to use a paint color from the pre-approved selections your Architectural Review Request Form for painting, along with a sample of your selection of paint and color, will be considered for approval by the Architectural Committee as soon possible.

### **N. Solar Panels**

Solar panels are permitted only if installed by a licensed contractor.

### **O. Roofs**

Roofs shall consist of asphalt shingles or steel. Steel roofs must be of high quality, (at least a 20-year warranty) grade, and installed by a licensed contractor. Loose, damaged, or missing shingles must be repaired or replaced promptly. Replacement shingles must match the color of the existing roof. Roof coatings are not permitted.

### **P. Architectural Review Request Expiration**

Approved Architectural Review Requests are valid for a period of 90 days from the date of issuance.

### **Q. Window Covering Restrictions**

1. Window treatments are permitted and include blinds, drapes, curtains, shutters, etc. providing that the vision from the outside is not intrusive to the overall architectural appearance of our community.
2. No unusual window coverings are permitted (i.e., foil, Blankets, cardboard, newspaper, etc.).
3. Treatments that might not be in keeping with our community's overall architectural appearance must be approved by the ARC Committee.



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### **VIII. VEHICLES AND TRAFFIC**

Although the cul-de-sacs are the Association's private property, the Laws of the State of Nevada apply equally within the Association as well as the following:

#### **A. DRIVER'S LICENSE**

Only licensed drivers may operate a motor vehicle on the Association streets. Nevada State law establishes the age of 16 years old and requires a Class Six driver's license to operate a moped. A motorcycle endorsement is required on a driver's license to operate a motorcycle. This Association requires the same;

#### **B. VEHICLE REGISTRATION**

Owners, Tenants, and Invitees are required to register all their vehicles, as well as all other vehicles belonging to other occupants permanently residing in the home with the Association office. As changes occur, when vehicles are traded, etc., it is the Owner, Tenant, and Invitee's responsibility to notify the office to update the records;

#### **C. SPEED LIMITS/TRAFFIC CONTROL SIGNS**

The speed limit on all streets, throughout the common properties, is **15 MPH** and will be enforced. Fines are levied against Owners, Tenants, and Invitees for speeding, failure to stop or yield at posted intersections, and other infractions in accordance with the Fine Schedule;

#### **D. PARKING**

The Governing Documents require each Owner, Tenants, and Invitees to park or keep their vehicles only upon the surfaced driveways of their Lot and not on the street unless there are more than 2 vehicles registered to this address, then they may park in front of their own Lot but never in front of a neighbor's home without their express permission. RVs may be parked on an Owner's Lot, provided the carport has been legally configured to accommodate the RV and all other vehicles registered to that address, plus any trailer, camper, boat, or similar equipment. The following rules also apply:

- 1. On-Street Parking.** All on-street parking must be in the direction of normal traffic flow;
- 2. Sidewalks and Curbs.** No parking on or blocking the sidewalk. For this purpose, if a vehicle's wheel(s) are positioned on the rolled curbing





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or part of the curbing, it is construed to mean parking on a part of the sidewalk;

3. **In Front of Home.** Do not park in front of any home that is not your own or allow your Tenants or Invitees to do so without the express permission of the Owner. Corner Lots abutting streets on two sides are considered to have two frontages. Parking is not allowed in front or at the side(s) of such a home without the Owner's, Tenant's, or Invitee's permission;
4. **Driveways.** No one shall park, or allow his/her Tenants or Invitees to park, in such a manner that either impedes or prevents others from unrestricted access to their driveway;
5. **Recreational Vehicles.** RVs are not permitted on the street unless arrangements have been made with the office;
6. **Leaking Fluids.** Vehicles that leak oil or other fluids are not allowed on the street. These vehicles must be kept in the Owner's carport where the leaks may be contained until appropriate repairs have been made;
7. **Commercial Vehicles.** Commercial vehicles are not permitted on the street and must be parked within the carport if kept at an individual Lot. An exception to this is moving equipment. Moving vans may be parked in front of the Lot to move in/out for a period not to exceed 3 days provided permission is granted in advance by the Board or Manager. No stake bed trucks, moving vans, tractor-trailers, or other similar vehicles are allowed to be parked in front of the home regularly;
8. **Emergency Vehicles.** Law enforcement or other emergency service vehicles may be parked in front of an Owner's property if the operator of such vehicle is, by the nature of their employment, required to have immediate access to and use of such vehicle. The parent agency to whom this vehicle is registered must provide a letter to the Association with appropriate justification before. an exception to the on-street parking rule is permitted;
9. **Off-Street.** No motor vehicles or bicycles are allowed in the landscaped areas.

### **E. BICYCLES**

All bicycles must be equipped with the following minimum safety equipment:

1. **Lights.** When the bicycle is used at night, it must be equipped with a white light mounted on the front that is visible from a distance of at least 500 feet and is reflector mounted on the rear that is visible from a distance of at least 50 feet;



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2. **Audible Device.** All bicycles must be equipped with a bell or other device that can be heard for a distance of at least 100 feet;
3. **No sirens** or whistles are permitted;
4. **Brakes.** All bicycles must be equipped with at least one operational brake;

### **F. VEHICLE & MOTORCYCLE NOISE**

Loud or otherwise faulty mufflers and horn blowing for other than emergency use is not allowed on the properties of the Association. **Loud Music that is an annoyance or nuisance to your neighbors is Prohibited;**

### **G. ENFORCEMENTS**

If an Owner, Tenant, or Invitee has received two violations, involving vehicles, within a year the Executive Board will advise the Owner, Tenant, or Invitee by letter that any additional infractions may result in the vehicle being towed off the properties of Winterwood Village Association at the vehicle Owner's expense.

## **IX. GENERAL**

### **A. ANIMALS**

A maximum of 3 pets is allowed per household in Winterwood Village Association. All animals (pets) must be leashed and controlled while on the common properties. The Governing Documents emphasize that no pet shall be kept on a property that results in an annoyance or is obnoxious to Residents in the vicinity. The pet Owner is responsible for picking up the animal's waste. If a dog or other animal becomes a problem, is running loose, etc., the Owner, Tenant, or Invitees will be required to appear before a Hearing Committee to resolve the issue in accordance with these RNR's. If pet problems persist, Animal Control will be notified in addition to the Owner being fined.

**NOTE: Animal waste is a health hazard in the Community. Failure to pick up after your pet may result in fines of \$100.00.**

#### **1. FEEDING WILD ANIMALS**

Except for hummingbird feeders, no food may be put out for wild birds, or animals, (i.e., rabbits, coyotes, etc.). This practice contributes to increased pigeon populations which quickly create health and welfare issues. The only exception is the Feral Cat Caregivers approved by the Board of Directors.



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### **B. TRASH AND RECYCLING CONTAINERS**

Trash and recycling containers, or other refuse, may not be placed on the sidewalks in front of the home earlier than 4:00 pm on the day before the scheduled pickup date. All containers must be sufficiently secured to prevent debris from littering the community. All containers must be returned to an appropriate area on the Owner's property, out of sight from the street, the same day after pick-up is completed. Vinyl Enclosures are permitted for Garbage Bins only, with **no exceptions**.

### **C. COMPLAINTS**

Any complaint(s) from an Owner or Tenant must be made in writing and addressed to the Executive Board. Unsigned complaints will not be recognized.

### **D. SIGNS**

No sign, notice, or advertisement may be posted or exposed from any window or other part of the Lot except for:

**For Sale or For Rent Signs.** One, and only one, "For Sale" or "For Rent" sign not to exceed 18" by 24".

### **E. DRIVEWAY, GARAGE AND ESTATE SALES**

Driveway, Garage, and Estate Sales -Driveway and garage sales are permitted at individual Owners' or Tenants' homes twice a year for two consecutive days on each occasion. These events usually occur during the months of April and October. The specific dates for the events are coordinated by the Activities Committee and the Executive Board to ensure other functions are not scheduled. The Association will advertise the sale in the local newspaper indicating the community's location, date, and time. Participating Owners, Tenants, and Invitees should mark their homes with approved colorful markers, balloons, or streamers. Sale items must be fully contained in the carport or driveway and not on the sidewalk or common areas. Members must clean up all debris and remove all sale items at the close of the sale. Other types of sales, such as moving or estate sales, must be approved by the Executive Board.

A moving or estate sale is a sale to dispose of a substantial portion of the items owned by a person who is recently deceased, or who must dispose of his/her personal property to facilitate a move. These sales will be held for no more than 5 days. All must be cleaned up at the end of the sale. All advertising must



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be free-standing. Nothing is to be taped on poles or driven into common area ground.

### **F. MAILBOXES**

Every property has its own individual mailbox that each Owner is responsible for. Opening, or putting anything in other people's mailboxes is a Felony. Report any theft of mail to the Post Office and the Winterwood Village Office.

### **G. MAINTENANCE OF SIDEWALKS**

The Association is responsible for the maintenance and upkeep of the sidewalks, curbing, and gutters, in the Common Areas. The County is responsible for maintaining the sidewalks on the County Streets. The Owners, Tenants, and Invitees are responsible for keeping the sidewalks free of obstructions, including overgrown landscaping or trees. Ramps or other objects placed across the gutter are not permitted.

#### **1. Owner Responsibility**

Any Owner, Tenant, or Invitee that causes the Association to incur an expense regarding the maintenance and upkeep of the sidewalk and gutter, as a direct result of their actions, will result in the Association charging the expense incurred to the account of the Owner. Thus, if an Owner, Tenant, or Invitee causes staining liquids, trash, or weeds and debris to be placed on the sidewalk and gutters, then the Owner, Tenant, or Invitee will be responsible for any expense incurred by the Association in repairing or removing such items. *See* NRS 116.3115.

#### **2. Association Responsibility**

Where as the Association is responsible for the maintenance and repair of the main sewer line, the Owner is responsible for the lateral line that runs from the home and connects to the main sewer line in the backyard of each Lot. In the event of a main sewer blockage, rupture or backup, or a similar event involving the lateral line, from the home to the main line, for which the Owner has failed or refuses to correct, the Executive Board, through agents and employees, shall have the right to enter upon any property to conduct the necessary repairs and restore the premises. The Governing Documents also provide the necessary authority to recover any costs incurred by the Association that are the responsibility of the Owner. These procedures apply to all items, including landscaping, etc., and are not necessarily limited to sewer repairs.



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### **H. PORTABLE STORAGE CONTAINERS (PODS)**

Portable Storage Containers (PODS) may be placed on the street in front of an Owner's property for loading or unloading the POD for a period not to exceed 5 days. The placement of the container must not block the sidewalk or obstruct the normal flow of traffic. The Owner or Tenant must secure a permit from the Board or Manager before deciding for a POD to be delivered and is responsible for any damage to the common area caused by the POD.

### **I. DUMPSTERS**

Large Dumpsters may be placed on the street in front of an Owner's property to contain construction waste or other special circumstances. The Owner must secure a permit from the Association Manager before deciding for the dumpster to be delivered. The dumpster may remain on the street for a period not to exceed 5 days.

### **X. NOTICE OF SALE OR LEASE OF HOME**

**Each Owner shall advise the Association of the name of a person or persons to whom the Lot is sold, leased, or rented.**

#### **A. SALE OF HOME**

Owners contemplating the sale of their home and Lot are advised to refresh themselves with the DCC&R's, upon purchase of a property in Winterwood Village the Homeowner will have 30 days to fill out and return the Homeowner/ Renter/House Sitter Information Form. A \$50.00 fine will be assessed to the property every 30 days until the Form is turned in to the office:

- 1. Verification of Age.** In compliance with Housing and Urban Development (HUD) regulations, this Association is required to verify the ages of Owners, Tenants, and Invitees and require evidence thereof, when necessary. A copy of a driver's license, other photo identification, or birth certificate will serve the purpose;
- 2. Fees.** Fees are to be collected at the time of sale. When a property is sold the following Fees are due from the buyer:
  - a.** Re-Sale (Demand) Packet \$250.00 – Total;
  - b.** Itemized Price for Items in the Resale Packet;
  - c.** Demand Statement - \$25 (Good for 30 days);



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- d. Governing Documents -\$150.00;
- e. Transfer Fee-\$100.00 or Rush Fee (48-hour turnover)

### **B. RENT OR LEASE OF HOME**

The same provisions and restrictions pertaining to occupancy for selling a home also apply when renting or leasing a home except for the collection of fees. Timely payment of Assessments remains the responsibility of the Owner. The Owner also remains responsible for the maintenance of the property and the conduct of all Tenants and Invitees living on the property. All rental or lease arrangements must be made subject to the provisions of the Governing Documents of the Association. Additional provisions are:

1. The Owner must advise the Board or Manager of the Association of their current mailing address. Communications must be kept open between the Association and its Members;
2. The Owner must register the Tenants with the Association Office and ensure that proper documents support age verifications;
3. Delegation of Rights. The Governing Documents contain a provision where an Owner, who is renting or leasing his/her property, may elect to delegate his/her right of enjoyment to the common properties to his/her Tenants. In doing so, he/she relinquishes his/her right to the use of the common properties. A signed "Delegation of Rights", as shown in Exhibit C, is required at the time Rent/Lease agreements are signed. The Tenants or Invitees of a property whose Owner chose not to make this delegation or failed to complete and return the delegation will not be afforded the use and enjoyment of the common properties. The Owner retains his/her right to vote on Association issues. The Tenants and Invitees are bound by the Governing Documents as well as the Owner;
4. Under no circumstances may a Tenant sublet the property without the prior approval of the Executive Board through the Owner;
5. The Governing Documents prohibit the construction of additions, outbuildings, or structural modifications to the home that are for renting out such areas, allowing another person or persons to live there, or that modify the home from a single-family residential dwelling to a boarding house or multiple rental homes.

### **XI. MEETINGS**

- A. One of the more important, and often challenging, functions of the Executive Board is conducting the business of the Association during scheduled meetings of the Executive Board in an efficient and orderly manner. Members of the Association are welcome to





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attend any meeting of the Association, except when the Executive Board is meeting in Executive Session. There are specific periods provided on the agenda of all meetings where Members may address the Executive, or other Owners in attendance. Each speaker must limit their comments to 3 minutes. No person in attendance shall comment, or express otherwise, distracting behavior during other times when participation in transacting the business at hand is limited exclusively to the Executive Board. Running the Association is a business, not a social activity. The presiding officer must maintain good order with business-like decorum if business is to be carried out. Although contentious topics will inevitably arise at meetings from time to time, inappropriate and disruptive reactions to these issues must be restrained. Disrupting a meeting is not only a violation of these RNR's it's against the law. NRS 203.090 dictates that every person who, without the authority of law, shall willfully disturb any assembly or meeting not unlawful in its character shall be guilty of a misdemeanor. Regular meetings of the Executive Board will be held at the Association Clubhouse, located at 5500 Everglade Street, Las Vegas, NV 89142 on the second Tuesday, every three months, or sooner as needed.

1. January, March, 6:00 pm (for Election of Board Directors).
2. June, September, November, 6:00 pm Budget Ratification Meeting by Homeowners.
3. The Executive Board will meet immediately following the Annual Membership Meeting (Election) to select officers.
4. Each Executive Board Meeting requires a quorum to be present (a quorum is three of the five directors); a lack of a quorum automatically cancels the meeting.

### **B. PARLIAMENTARY PROCEDURES**

1. An audio tape will be made of each regular Board Meeting as required by current Nevada Law and will be available to Owners within 30 days of the meeting. The audio tapes will be kept for ten years with all other association records except for the minutes which are kept for the life of the Association.
2. All meetings will be conducted using the following format until otherwise changed by a majority vote of the members of the Board of Directors and memorialized and adopted in a formal resolution.
3. Owner (an Owner as defined under current NRS 116 provisions) comments will be taken at the beginning of each Board of Directors meeting, at the end of the Board Meetings, or as required by current NRS 116 provisions. The comments at the beginning, or in accordance with current Nevada Law, must be regarding items on the agenda, and any item may be discussed at the end during that open comment period. No Owner will speak for more than 3 minutes, and no person may exceed the 3-minute limit if a person owns more



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than one unit. No Owner is allowed to surrender his/her 3-minute time for another Owner to use that time. At the meeting of the Board, Owner comments will be shown on the agenda of the meeting and taken at the time or any other time appropriate for those comments as determined by the Chairperson.

4. Should any Director wish to suspend these rules for any meeting or portion of the meeting, the Director must first be recognized by the Chair before a motion can be made to do so. If the Director is wishing to suspend anything that is in the By-Laws vs. the rules, the rule cannot be suspended at any meeting unless the By-Laws are changed.
5. Before any action is taken on any item, a motion must be made. If at a Director's meeting a Board Member must make the motion, but at a member's meeting, any Owner may make a motion from the floor if the item was properly noticed on the members meeting agenda and distributed in accordance with NRS 116 Laws.
6. Before any motion is made unless an emergency is defined in NRS 116, the action for consideration must have been properly placed and noticed on the agenda of the meeting the action is being requested. The agenda must be prepared and distributed according to current NRS 116 requirements.
7. Each agenda will state that action may be taken on any item and each item will be specific enough to allow Owners to know what action may be taken at any meeting.
8. At a Board Meeting, a Board Member wishing to make a motion must be recognized by the Chairperson. The Chairperson for the Winterwood Village Association will be the President unless otherwise determined in his/her absence. If the President is not available, the officers will chair in the following order: Vice President, Treasurer, and then the Secretary. If none of the officers are available, the meeting will be adjourned, and all action will be delayed until the next meeting unless a quorum has been established and the business is of an emergency nature.
9. All motions must have a second before any discussion shall be held on any agenda item. If the second is not received, the item will be immediately postponed until a later date.
10. Regardless of what the documents may say, a majority of the Board must be present for the entire meeting to satisfy Nevada Law since it requires each director to stay to maintain the quorum throughout the entire meeting if action is to be taken.
11. A majority of the members of the Board present in person or via telephone is required to pass any motion.
12. If the motion is tabled instead of postponed, a second must be received, and the item may be addressed later in the meeting. There can be no discussion, just a vote.
13. A motion is required to resurrect an item that was placed on the table. The



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motion cannot be amended.

- 14.** If the original motion is changed, the original person making the motion must approve of the amendment before a second is received and further discussion proceeds.
- 15.** All motions made during a Board or Members meeting shall be recorded in the minutes according to current Nevada Law.
- 16.** If a majority of the Directors vote to amend a motion, a vote must be taken on the amendment before the original motion is voted upon.
- 17.** The President can make motions and may vote as he/she is a Director first and an Officer of the Board second. In serving as an officer, the President does not give up his/her voting rights as a Director.
- 18.** Abstentions are counted as absence and a majority of the votes cast decide the issue. Board Members will not abstain simply because they don't want to voice their opinions in front of the Owners. but rather to state that they have a conflict of interest or were not at the last meeting, etc. As the Board packages are distributed at a minimum of 3 to 5 days before all Board Meetings, not reading the material is not a valid reason to abstain unless on vacation, out of town, or did not receive the package for some reason.
- 19.** The minutes of any Board Meeting will reflect how each Board Member voted as required by current NRS 116 provisions.
- 20.** A motion is needed to adjourn the meetings. It requires a second and cannot be amended.
- 21.** If any meeting is held where a Director must attend via telephone, the following rules apply for that meeting:
  - a.** A speaker phone will be used where every party can hear everyone else including the audience as possible;
  - b.** Announcements will be made at the beginning of each meeting if there are any time constraints requiring a director to leave early;
  - c.** Each member will be polled for their opinion alphabetically and the Chair shall ensure that this happens to include the phone attendee;
  - d.** Any person needing to leave the meeting prematurely will let the Chair know;
  - e.** Any distractions will be minimized such as television, radio, animals, children, or other noises to not impair phone participation;
  - f.** Each speaker will identify themselves first before they speak so it is clear who is speaking at all locations;
  - g.** If someone is calling in long distance a timed agenda will be used to minimize the long-distance charges for that individual;
  - h.** If the law changes and becomes effective before this resolution can be



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changed, the law takes precedence over this resolution to the extent of any conflicts.

## **XII. EMPLOYEES**

### **A. EMPLOYEE END-OF-YEAR BONUS POLICY**

1. The Board establishes that employee end-of-year bonuses be calculated and paid as follows:
  - a. Qualifying employees will be paid an end-of-year bonus based on their tenure. Tenure: 6 months of employment during the calendar year ending December 31;
  - b. Qualifying requirements for eligibility for bonuses for employees:
    - i. Employees with 1 to 3 years will receive \$50.00;
    - ii. Employees with 4 or more years or more will receive \$75.00;
  - c. Qualifying requirements for the Manager. **(We are self-managed):**
    - i. Tenure: A Manager must be employed for a minimum of 3 months during the calendar year ending December 31;
    - ii. A Manager with 2 years or less will receive \$50.00;
    - iii. A Manager with 3 to 4 years will receive \$75.00;
    - iv. A Manager with 5 or more years will receive \$100.00.
2. Employees who resign from their position or are terminated during the bonus year are ineligible to receive a bonus.
3. Employees who become unemployed due to illness may qualify provided they had worked their regular schedule for a period of 3 months or more before the illness that caused their unemployment.

### **B. EMPLOYEE PAY RAISES**

All employee raises in pay, except probationary raises, shall occur only in January of each year and shall be based upon merit and time of service, and only those employees who have been active within the 90-day period to January may qualify; that the Board President shall conduct employee evaluations to determine eligibility at least two weeks before January of each year.



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### **C. INTERVIEWING, HIRING, SUPERVISION, AND DISMISSAL OF EMPLOYEES**

All interviews for prospective employees shall be conducted by the President of the Association or his/her designee. and presented to the Board of Directors, of which a majority must approve the hiring of employees. The President of the Association shall be responsible for the supervision of all employees and all instructions to employees shall come from the President, or Vice-President if President is unavailable, with the exception of financial matters, of which instructions may come from either the President or the Treasurer; and only the President of the Association may reprimand an employee, which may include suspension with or without pay until the next Executive Meeting of the Board, at which time dismissal of said employee would require approval by a majority of the Board of Directors.

### **D. EMPLOYEE PAID TIME OFF AND EMPLOYMENT STATUS**

The Board establishes its policy on sickness, vacation, and holidays that employees of the Association will be entitled to and paid accordingly:

1. Each employee will receive several sick days annually. (Example: an employee normally works 2 days per week, the employee is entitled to 2 paid sick days.) Sick time is available to employees after they have been employed for 6 months;
2. There are currently no vacation days offered as the office clerk is a part-time employee;
3. Holidays falling on Saturday will be observed on Friday, the day before the holiday, and holidays falling on Sunday will be observed on Monday the day after the holiday.

#### **The following days are designated paid Holidays for employees of the Association:**

New Year's Day - January 1<sup>st</sup>  
Memorial Day – May 30<sup>th</sup>  
Independence Day – July 4<sup>th</sup>  
Labor Day – First Monday in September  
Thanksgiving Day - Last Thursday in November  
Christmas Day - December 25<sup>th</sup>



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### **XIII. OFFICE HOURS**

The Association office will be open to Members during the hours: Monday, Wednesday, and Friday from 10:00 am to 2:00 pm. We will be closed for ALL Holidays and have a two-week winter break for Christmas.

### **XIV. MEMBERSHIP CORRESPONDENCE**

NRS 166.31087 requires that certain Owners' complaints be placed on the agenda of a meeting of the Executive Board that is not less than 10 business days after the receipt of a complaint, the Board shall acknowledge the receipt of the complaint. The procedure for replying to the Owner will be a standard letter approved by the Board, attached hereto, within 10 days of receipt of the Owner's letter. The Board President and/or Secretary may delegate this responsibility to a Board Member or Manager provided he/she is the fully licensed Community Association Manager as described in Nevada Administrative Code 116.

### **XV. SECURITY OF ASSOCIATION OFFICE**

Access to the office always will be provided to the Association President of the Board, Vice President and Treasurer of the Board, and approved volunteers. They shall also have unlimited access to the office as necessary to perform their duties. Access for all other personnel, Board Members, and homeowners will be allowed only during normal office hours of Monday, Wednesday, and Friday 10:00 am to 2:00 pm. We will be closed for ALL Holidays and have a two-week winter break for Christmas.

Computers will be accessed by the Association and Bookkeeper, the President, the Vice President, and IT staff representatives so that the integrity of software and records is protected and maintained.

Records and files held within the office shall only be accessed with the assistance of the Association, the President, the Vice-President, and the Treasurer to ensure the integrity of files, records, and other documents or items is protected and preserved.

### **XVI. VOLUNTEERS**

Volunteer services should come without the expectation of compensation in cash, supplies, or in-kind benefits. All volunteers who provide time and work for the community shall not be compensated. Volunteers should not be coerced into donating time and service. Volunteers may be reimbursed for his/her actual expenses incurred while performing volunteer work for the community, including mileage.





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### **XVII. CONTEST JUDGING GUIDELINES**

There are times in the community when sponsored events involve contests with prizes. To help ensure that judging is as impartial and fair as possible the following guidelines will be used:

- A.** If the contest is such that those attending the event, such as a party, will be evaluating contestants, the voting will be done by simple anonymous ballots. Ballots will be counted, and the winner(s) will be those with the most votes. For example; A costume contest will be judged by those at the event.
- B.** The prizes for house decorating will be:

For House Decoration	Prize	Light Decoration	Prize
First Place	\$50.00	First Place	\$35.00
Second Place	\$35.00	Second Place	\$30.00
Third Place	\$25.00	Third Place	\$25.00

The first-place prize cannot be awarded to the same person/house in two consecutive years. All prize winners must be in good standing with the Association to receive prize money.

### **XVIII. STRUCTURE OF ACCOUNTS**

When possible, any balance in the operations checking account determined to be more than two months of operational needs is to be transferred to an appropriate account with greater interest. All other accounts shall be maintained as per NRS.

### **XIX. EMERGENCY EXPENDITURES**

Emergencies arise that require immediate attention for the Safety and Health of the Members, Guests, and other persons within the community. Funds must be available to defray the expenses of emergencies and an Emergency Executive Board Meeting may not be possible to approve necessary funds. Expenditures to defray emergencies may be approved by Members of the Executive Board, who are present regardless of the number. The Board or Manager may spend up to an amount of \$2,500.00. Expenditures made under this Resolution do not prohibit the Association from assessing Owners for reimbursement.

### **XX. LIMITATION ON SPENDING POWER**

- A.** The Board has determined that it is not expedient or efficient for the



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Winterwood Village Association to postpone modest maintenance and repair expenditures or business expenses incurred every month. The Board wishes to establish a limit on the amount of spending authority delegated to the Board President on any single expenditure. The Board of the Association hereby adopts the following limitation on the spending power of the President of the Association with the capitalized terms having the same meaning as those terms defined in the By-Laws of Winterwood Village Homeowners Association (By-Laws):

1. The President of the Association can spend up to, but not exceed, \$500.00 per item. This does not require a majority approval of the Board before incurring the expense.
2. No other Board Member has the authority to spend any money or commit funds without the approval of a Quorum Board of Directors.

### **B. THE BOARD OR OFFICE MANAGER HAS THE AUTHORITY TO SPEND UP TO \$500.00**

The Board or Manager, or the person assigned the duties of assuring office supplies are purchased, and on hand as needed may incur expenses up to \$500.00 per month to purchase office supplies.

### **C. OPERATING FUND BALANCE – SURPLUS FUNDS**

**"Surplus funds"** as used in this Association is an amount in excess of the aggregate amount of all Operating Accounts and is to be calculated as 2 months of current year assessment plus the current liabilities calculated as of the last day of December annually. Any funds in excess of the calculated amount required are **"Surplus funds"** and are to be transferred to the reserve.

### **XXI. CASH ACCEPTANCE AND SECURITY BY ASSOCIATION EMPLOYEE POLICY**

- A. Cash for amounts in excess of \$20.00 will not be accepted by employees of the Association for any reason. The office does not accept or have cash on hand. Miscellaneous payments for fax, postage, copies, or other items amounting to less than \$20.00 may be accepted. Any cash accepted will be receipted and logged into the appropriate ledger.
- B. Employees will not accept cash or make change.
- C. Assessments may not be paid in cash. Assessments must be paid by check, money order, or another legal written instrument.



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- D. No Cash on Hand and No Petty Cash. This policy may be changed by the Board of Directors.

### **XXII. USE OF PRIVATELY OWNED AUTOMOBILES FOR ASSOCIATION BUSINESS**

The Association may require Board Members, staff, and volunteers to use their privately- owned vehicles to conduct Association business.

- A. Individuals using their privately-owned vehicles for approved Association business are entitled to mileage reimbursement in the current amount the Internal Revenue Service (IRS) allows for a tax deduction for business use of private vehicles. The IRS announces the amount allowed on a regular basis.
- B. Individual users must request reimbursement on the form approved by the Association every month.
- C. Milage reimbursements must be approved and paid for by the Association operating account check only.

### **XXIII. INVESTMENT POLICY**

- A. The Board of Directors wishes to formalize their investment policy, as required by Nevada Law, for funds in the reserve and operating accounts of the Association, and The Board of Directors wishes to be in compliance with all applicable Nevada Laws and regulations of this State.
- B. In addition, the Board of Directors shall deposit, maintain, and invest all funds of the Association at a financial institution that is located in Nevada or qualified to conduct business in this State or has consented to the jurisdiction, including the power to subpoena, of the courts of this State and the Nevada Real Estate Division.
- C. In addition, the Board of Directors shall deposit, maintain, and invest all funds of the Association:
  - 1. In a financial institution whose accounts are insured by the Federal Deposit Insurance Corporation (FDIC), the National Credit Union Share Insurance Fund (NCUSIF);
  - 2. Or the Securities Investor Protection Corporation (SIPC);
  - 3. Or with a private insurer approved pursuant to NRS 678.755;
  - 4. Or government securities that are backed by the full faith and credit of the United States Government.
- D. To protect these funds further, it is the Board of Directors' desire that the Association funds be 100% insured at all times. In addition, it is the wish of the Board of Directors to have employee dishonesty insurance coverage and/or a



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fidelity bond. This insurance would cover the Board Members, Officers, and professional Management of the Association.

- E. No investment decisions will be made outside a Board of Directors meeting and when advisable, the Board of Directors should rely on recommendations of a person who is a licensed investment advisor with experience in the Association industry.
- F. As required by NRS 116.31152, the Board of Directors shall annually review the Association's reserve study and incorporate its findings in the investment decision-making process.
- G. To remain in compliance with NRS 116.31153, funds can only be withdrawn from the reserve accounts with the signatures of two Members of the Board of Directors. At no time can the community Board or Manager be a signer on the reserve account.
- H. According to NRS 116.31153, funds in the operating account may not be withdrawn, except as otherwise provided in NRS 116.31153, without the signatures of a least two Members of the Board of Directors, or one Member of the Board of Directors and the Association/Community Manager. They shall not be engaged in any manner that would incur expenses or obligation to the Association by any individual officer, Board Member, or Owner without specific authority contained in a resolution of the Board of Directors.
- I. The President and Secretary are hereby designated as the Board's liaison with the Attorney of record and are authorized to initiate requests for legal services and consultation on behalf of the Board of Directors.

### **D. RULES THAT PARALLEL COUNTY CODE REQUIREMENTS**

#### **A. JUNK, TRASH & DEBRIS**

All junk, trash, and debris must be removed from the property and disposed of properly. This includes auto parts, furniture, appliances, tires, plastic, cardboard, paper, building materials, tree trimmings, and dead vegetation.

#### **B. INOPERATIVE MOTOR VEHICLES**

An inoperative vehicle is not equipped with all parts required to legally operate on public streets or one that cannot be driven under its power. These vehicles cannot be stored outside a residence and must be removed from the property.

#### **C. OUTSIDE STORAGE**

Outside storage is prohibited. All storage must be contained or removed from the property. Any materials ordinarily not used outside may not be kept outside. For example; indoor furniture, appliances, auto parts, etc. You may



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have adult swing sets, patio furniture, barbecues, etc., outside.

### **D. VEGETATION**

Overgrown or dead vegetation must be removed. Grass and weeds over 4 inches high must be cut and vegetation blocking right-of-way (public access) must be trimmed so as not to cause a safety hazard.

### **E. PARKING**

Vehicles parked at a residence must be operable. Trailers, RV's, campers, and boats belonging to the property Owner may be parked on the property but cannot obstruct public right-of-way, sidewalks, streets or alleys, or any sight zone. Vehicles may be parked on a public street for up to 72 hours. They must be operable and have current plates and registration.

### **F. ILLEGAL STRUCTURES**

Houses, room additions, or sheds over 120 square feet constructed without valid building permits are illegal, regardless of the age of the structures. Proper permits must be obtained, and proper zoning setbacks must be met.

### **G. ACCESSORY STRUCTURES**

Accessory structures cannot contain a kitchen or cooking facilities.

### **H. COMMERCIAL EQUIPMENT AND VEHICLES**

Commercial equipment and commercial vehicles must be parked on the Owner's property or on a County road. They will not be allowed in the guest parking area and no overnight parking is permitted. This does not include a single, commercially licensed automobile.

### **I. HOME OCCUPATION**

A home occupation is a commercial use conducted entirely within a residence and conducted by Family Members residing in the home. The use is incidental, secondary, does not alter the exterior, or affect the residential character of the neighborhood. No employees or foot traffic are allowed at the residence.

### **J. POSTING**

Posting notices or other advertising on utility poles is prohibited.

### **K. SHEDS**

Sheds over 120 square feet require building permits and must comply with zoning setbacks.