

**QUAIL COVE
COMMUNITY ASSOCIATION**

RULES

ADOPTED:

January 18, 2024

QUAIL COVE COMMUNITY ASSOCIATION

RULES

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QUAIL COVE COMMUNITY ASSOCIATION

RULES

ARTICLE 1 PURPOSE, ORGANIZATION AND FINANCE

1.1 Governing Documents. Quail Cove Community Association (the “**Association**”) was established as a Nevada nonprofit corporation for the purpose of providing management, maintenance and care of the Common Elements and all other Areas of Common Responsibility placed under its jurisdiction within the Quail Cove community (the “**Community**”). The duties and powers of the Association are defined in the Governing Documents, which are as follows:

- (a) Declaration of Covenants, Conditions, Restrictions and Easements for Quail Cove, a planned community, as amended from time to time (the “**Declaration**”).
- (b) Articles of Incorporation of Quail Cove Community Association.
- (c) Quail Cove Community Association Bylaws.
- (d) Quail Cove Community Association Rules (these “**Rules**”); and
- (e) Architectural Guidelines for Quail Cove Community Association.

Each Unit Owner in the Community is provided with a copy of all Governing Documents. By taking title to a Unit within the Community, a Unit Owner agrees to comply with the provisions of the Governing Documents as they pertain to the Unit Owners and Members. Capitalized words used in these Rules will have the same meanings as described in the Declaration unless they are defined otherwise in this document. These Rules are only a part of the Governing Documents; Unit Owners should read all Governing Documents to gain an understanding of how the Association operates and the restrictions that are placed upon their property and the Areas of Common Responsibility.

1.2 Management. The Board of Directors of the Association (“**Board**”) is responsible for the administration of the Association and is authorized to hire personnel necessary for the daily operation of the Association and the Areas of Common Responsibility. During the Period of Declarant Control (as defined in the Declaration), the Declarant under the Declaration has the authority to appoint and remove the members of the Board and officers of the Association. Upon the termination of the Period of Declarant Control, the Board will be elected by the Members of the Association. Each Unit Owner is a Member of the Association.

The Board has contracted with a community management company (“**Community Manager**”) to oversee the daily operation of the Association. The Community Manager will work closely with the Board to assure that the Association is being operated in a manner that will enhance and preserve the Community. The Community Manager’s name, telephone number and address will be provided to you at the time you purchase your Unit.

ARTICLE 2

COMMON ELEMENTS AND AREAS OF COMMON RESPONSIBILITY

2.1 General Rules. General rules applicable to all Common Elements and other Areas of Common Responsibility are as follows:

- (a) All persons must conduct themselves in a civil and courteous manner at all times and must not jeopardize or interfere with the rights and privileges of others.
- (b) Loud, profane, indecent, or abusive language is prohibited.
- (c) Harassment or physical abuse of any person by another is prohibited.
- (d) No person's actions shall compromise the safety of another.

2.2 Responsibility. Residents are responsible for their guests while using the Common Elements and other Areas of Common Responsibility.

2.3 Notices and Advertisements. Notices, advertisements, or posters of any kind shall not be placed or distributed on Common Elements or any other Areas of Common Responsibility without the prior written consent of the Board.

ARTICLE 3

USE OF UNITS

3.1 Leasing of Units.

A Unit may not be conveyed pursuant to a time-sharing plan.

All leases shall be subject to the following restrictions and provisions:

- (a) No Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than one (1) year.
- (b) All leases and rental agreements shall be in writing and subject to the requirements of the Documents and the Association.
- (c) Units may be leased only in their entirety.
- (d) No subleasing or assignment of leases are permitted except with the prior approval of the Board or in accordance with the rules adopted by the Board applicable to leases and subleases.
- (e) The Owner must make available to the tenant copies of the Documents.
- (f) All leases shall include provisions to the effect that (1) each tenant or subtenant shall be bound by the Restrictions and a breach of any Restriction shall constitute a default under the lease or sublease, and (2) the tenant will recognize (or attorn to) the Association as landlord, solely for the purpose of having the power to enforce a violation of the Restrictions

against the tenant, provided the Association gives the Owner notice of the Association's intent to so enforce and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action; and

(g) A copy of any lease, or lease renewal, together with such additional information as may be required by the Association shall be given to the Association within ten (10) days of the commencement of the lease term.

3.2 Business Restrictions. Except as provided in Article VII with respect to Declarant, each Unit shall be used for private, single-family residence purposes exclusively. No part of the Project shall be used or caused, allowed or authorized to be used in any way whatsoever, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose, without the prior written consent of the Board. In deciding whether or not to permit an otherwise nonconforming use hereunder, the Board shall consider the potential effect upon traffic in the Project and interference with or annoyance of neighbors; notwithstanding the foregoing, a nonconforming use shall never be permitted unless such use is incidental to the Residential Use of the Unit and is permitted by applicable law.

3.3 Maintenance. Each Owner is responsible, at its own cost and expense to maintain its Unit in a manner consistent with the restrictions set forth in the Declaration and the standards originally established by Declarant or the ARC for the Community. this maintenance obligation applies, without limitation, to the exterior of the home on the Unit as well as the front, back, and side yards of the Unit as set forth in the Declaration.

3.4 Signs and Flags.

(a) Generally. Except with respect to the Special Declarant Rights reserved to Declarant in Article VII, no billboards, signs, flags, banners, or advertising of any kind, shall be posted, erected or maintained upon any Unit without the prior written consent of the ARC; provided, however, that the following signs may be posted on a Unit without the prior written consent of the ARC (a) one (1) standard "for sale" sign or one (1) standard "for rent" sign and (b) one or more political signs no larger than twenty-four inches (24") by thirty-six inches (36"), but only in the manner and to the extent that the Act and other applicable laws provide for the right of Persons to display such political signs. Notwithstanding the foregoing, except as may be erected by Declarant within the Project, no billboards, signs, flags, banners, or advertising of any kind (including without limitations any "for sale" or "for rent" signs), shall be posted, erected or maintained upon any Unit, Perimeter Wall, or other wall or other fence in the Project.

(b) Flag of United States. Notwithstanding any provision of the Documents to the contrary, an Owner is entitled to display the flag of the United States, provided that the location, size, pole or staff, and display is consistent with all applicable Rules and/or any applicable ARC Rules as may be adopted from time to time by the ARC pursuant to Section 12.6 hereof, and the provisions of the Act.

(c) Flag of State of Nevada. Notwithstanding any provision of the Governing Documents to the contrary, an Owner is entitled to display the flag of the State of Nevada, provided that the location, size, pole or staff, and display is consistent with all applicable Rules and/or any applicable ARC Rules as may be adopted from time to time by the ARC pursuant to Section 12.6

hereof, and the provisions of the Act.

3.5 Trash Containers and Collection. Without limiting the generality of the foregoing, refuse, garbage, and trash shall be kept at all times in covered, sanitary containers, or enclosed areas designed for such purpose. To the fullest extent not prohibited by the Act, such containers shall be exposed to the view of neighboring Units only when set out for a reasonable period of time (not to exceed twelve (12) hours before scheduled trash collection and twelve (12) hours after scheduled trash collection hours by a trash disposal company). To the fullest extent permitted by the Act, the Association may adopt Rules governing the manner in which garbage cans or other containers for the collection of solid waste or recyclable materials may be stored and/or placed for collection on each Unit. All rubbish, trash and garbage shall be stored in appropriate containers in accordance with the applicable Rules, shall regularly be removed from the Real Property, and shall not be allowed to accumulate.

3.6 Holiday Lighting. Lights or other decorations may be placed, erected, or displayed on a lot in commemoration or celebration of publicly observed holidays without approval of the Board or its duly appointed designee subject to the following:

- Such lights or decorations may not unreasonably disturb the peaceful enjoyment of Owners of adjacent Lots by Illuminating bedrooms.
- The lights shall only be illuminated during the time frame that is permissible for holiday decorations. Lighting may be illuminated for major and minor holidays. Major Holidays are: New Year's Eve, Independence Day, Halloween, Thanksgiving, Hanukah, and Christmas. With the exception of Hannukah and Christmas, lighting may be illuminated 7 days before the holiday, and no longer illuminated as holiday decoration 1 day after the holiday.
- Use of the lighting for Hanukah and Christmas may be 30 days before the holiday and no longer be illuminated as holiday decorations by January 15th.
- Use of the lighting for minor holidays as decoration may be 5 days before the day of the event and no longer be illuminated as a holiday decoration 1 day after the holiday.

All other usage of the lighting must be requested in writing by the homeowner a minimum of 14 days before the event and approved by the Board in writing prior to the lights being illuminated for any purpose outside of the allowable holiday decoration time frame. The homeowner is not permitted to illuminate the lights in any color, including white, for any other reason without prior written consent of the Board of Directors.

Major Holidays	Illuminated	Dark
New Year's Eve	December 26	January 3
Independence Day	June 27	July 6
Halloween	October 24	November 2
Thanksgiving	7 days prior	2 days after

Hanukah	30 days prior	January 15
Christmas	30 days prior	January 15

Minor Holidays	Illuminated	Dark
Valentine's Day	February 9	February 15
St. Patrick's Day	March 12	March 18
Easter	5 days prior	1 day after
Memorial Day	5 days prior	1 day after
Juneteenth	June 14	June 20
Labor Day	5 days prior	1 day after

3.7 Fireworks. Fireworks are only permitted to be used within the association on federal Holidays: July 4th and New Year's Eve. Fireworks should be safely used as directed under adult supervision.

Fireworks should not be used near or over neighboring homes, community parks, and landscaped areas. Residents who do not comply could be held responsible for any damages to the common area or injuries that occur.

Only safe and sane fireworks to include sparklers and fireworks that keep to a small, circular area on the ground and do not explode in the air, are allowed to be used in the community.

Illegal fireworks are not allowed in the community. Illegal fireworks include:

- firecrackers
- Roman candles
- skyrockets – any item made of highly combustible materials.

A resident found to be in violation of this policy may receive a fine of \$500.00 dollars for the first offense and \$1,000.00 for any subsequent offenses.

3.8 Animals. No animals or fowl, other than commonly recognized household pets, shall be kept or maintained on a Unit or any portion thereof; no animal shall be kept, bred or maintained for any commercial purpose; and no animals or fowl, including household pets, which, after Notice and Hearing are determined by the Board of Directors to be dangerous, may be kept or maintained anywhere within the Project. At any one time the total number of household pets shall not exceed four (4) unless otherwise approved by the Board of Directors. If an animal is not confined within the Unit, the animal must be leashed and under direct control of the Owner. It shall be the absolute duty and responsibility of each Owner or tenant to clean up any animal waste after such animals which have used any portion of the Real Property or any public property in the vicinity of the Real Property. No pet shall be permitted to be kept within any portion of the Real Property if it makes excessive noise or is otherwise determined to be a

nuisance. If a pet is determined to be a nuisance, the Board of Directors may, after Notice and Hearing, order the removal of the pet.

3.9 Nuisances. No odors shall be permitted to arise from any Unit so as to render any Unit unsanitary, unsightly, offensive or detrimental to the Common Elements or any other Unit; and no nuisance shall be permitted to exist or operate upon any Unit so as to be offensive or detrimental to any other Unit or to the Owner thereof. Without limiting the generality of the foregoing provision, no horns, whistles, bells or other sound devices, except devices used exclusively for security purposes, shall be located, used or placed upon any Unit; no Owner shall permit anything or condition to exist upon any Unit which shall induce, breed or harbor infectious plant diseases or noxious insects, and no noxious or offensive trade or activity shall be carried on upon any Unit, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Project.

ARTICLE 4

PARKING

4.1 Parking & Vehicle Restrictions: Limitations set forth in this Section 9.24 (a) Owners and residents shall not park any vehicle on the Private Streets unless until the garages or driveways of a Unit are used first as set forth in the Rules and Regulations. No Person shall park, store, or keep, anywhere within the Real Property any inoperable or similar vehicle, except solely within the garage with the garage door closed. No Person shall park, store, or keep, anywhere within the Real Property, any large commercial-type vehicle (including, but not limited to, any dump truck, cement mixer truck, oil or gas truck or delivery truck). Notwithstanding the foregoing, one pickup truck, van, or similar vehicle of the Owner or residents or family respectively thereof, may be kept or parked within an enclosed garage to the extent of space available therein or as provided in the Rules and Regulations. Owners and residents may not park a recreational vehicle (including, but not limited to camper, camper unit, motor home, watercraft, house car, bus, trailer, trailer coach, camp trailer or any other similar recreational vehicles) except solely within the garage with the door closed or for reasonable loading, unloading and trip preparation as provided for in the Rules and Regulations. Parking is prohibited in those areas of the Project that are (i) fire lanes (red curb or marked by signage), or (ii) blocking ingress/egress to the Private Streets, or (iii) directly in front of cluster mailbox units, or (iv) restricting visibility at any corner, or (v) any other area designated as a "no parking" area marked by painted curbs and/or signs. Owners and residents are responsible for the actions of their family and guests and must see to it that their family and guests do not park in any fire lanes which are designated with red curbs and/or fire lane signage and do comply with parking regulations set forth in the Rules and Regulations. No Person shall park, store, or keep anywhere within the Real Property any vehicles or vehicular equipment, mobile or otherwise, which is deemed by the Board to be a nuisance. No Person shall conduct repair or restoration of any motor vehicle, boat, trailer, aircraft, or other vehicle upon any portion of the Real Property or on any street abutting the Real Property; provided that repair and/or restoration of one (1) such item only shall be permitted within an Owner's garage so long as the garage door remains closed; provided further that such activity may be prohibited entirely by the Board if the Board determines in its reasonable discretion that such activity constitutes a nuisance. The Association, through the Board, is hereby empowered to establish and enforce any additional parking limitations, rules and/or regulations which it may deem necessary.

(b) Driveway: Vehicles, including, but not limited to, automobiles, vans, motorcycles, trucks may be parked in the driveway of a Unit, provided that any vehicle parked on a driveway must be parked wholly within the driveway and may not extend beyond the driveway onto any other portion of a Unit or onto any street or Common Element, including without limitation the sidewalk, curb, street, or any area between the street and sidewalk. **Not all driveways in the project are not large enough to allow vehicle parking.**

(c) Private Streets: Parking on the Private Streets within the Real Property may be further restricted by Declarant or the Association such that vehicles, including automobiles, vans, motorcycles and trucks, may be parked on only one side of a Private street, and in some instances parking may be prohibited on both sides of the Private Streets within the Real Property. Declarant or the Association shall designate such “no parking areas” on the Private Streets.

(d) Nothing in this Declaration shall prohibit a person from (1) parking a Utility Service Vehicle that has a gross vehicle weight rating of 20,000 pounds or less (i) in an area designated for parking for visitors, in a designated parking area or common parking area, or on the driveway of a Unit of a subscriber or consumer while the person is engaged in any activity relating to the delivery of public utility services to subscribers or consumers or (ii) in an area designated for parking for visitors, in a designated parking area or common parking area, or on the driveway of his or her Unit if the person is an Owner or a tenant of an Owner and brings the vehicle to the Unit pursuant to such person's employment with the entity which owns the vehicle for the purpose of responding to emergency requests for public utility service; or (2) parking a Law Enforcement Vehicle or Emergency Services Vehicle (i) in an area designated for parking for visitors, in a designated parking area or common parking area, or on the driveway of a Unit of a person to whom law enforcement or emergency services are being provided, while such person is engaged in his or her official duties or (ii) in an area designated for parking for visitors, in a designated parking area or common parking area, or on the driveway of his or her Unit if the person is an Owner or a tenant of an Owner and brings the vehicle to the Unit pursuant to such person's employment with the entity which owns the vehicle for the purpose of responding to emergency requests for law enforcement or emergency services. The Association may require that a person parking a Utility Service Vehicle, Law Enforcement Vehicle or Emergency Services Vehicle pursuant to this Subsection provide written confirmation from such person's employer that the person is qualified to park such vehicle in the manner set forth herein.

ARTICLE 5 **POLICY OF CORRECTIVE ACTIONS AND FINES**

5.1 General. The Board of Directors has the right to impose reasonable fines against a Unit Owner for a violation of any provision of the Governing Documents by the Unit Owner or the Unit Owner's family, tenants, or invitees, provided, that no fines will be assessed without notice and an opportunity to be heard. Article 8 of the Bylaws sets forth the notice and hearing procedures for violations of the Governing Documents and the issuance of fines. Pursuant to the Declaration, the Association has a lien on each Unit for any amounts due the Association, including fines, and the Association may use the same remedies to collect fines as it uses to collect Assessments, subject to applicable law. In addition to levying fines for violations of the Governing Documents, the Association also may exercise any other right or remedy available under the Declaration or applicable law.

5.2 Fine Policy. The Association may from time-to-time issue specific policies and procedures to address corrective actions for violations of the Governing Documents and the issuance of fines, which policies and procedures will supplement the provisions of Article 8 of the Bylaws.

ARTICLE 6 **MISCELLANEOUS**

6.1 Complaints Concerning Violations. A Unit Owner or Resident may report an alleged violation to the Association through the procedures provided by the Community Manager.

6.2 Modification of Rules. These Rules may be modified from time to time as may be deemed necessary in the sole discretion of the Board of the Association.

6.3 Conflict. In the event of any conflict between these Rules and the Declaration, the Declaration shall control. In the event of any conflict between these Rules and the Bylaws, the Bylaws shall control.

Effective Date of these Rules & Regulations. These rules were duly adopted by the action of the Board of Directors on January 18, 2024 and shall be effective thirty (30) calendar days from the mailing date.

By: _____

Name: _____

President: _____

By: _____

Name: _____

Secretary: _____