RULES & REGULATIONS

OF DAYTON VALLEY COMMUNITY ASSOCIATION

Board Approval:	April 1, 2025
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Foreword

These Rules are adopted for the benefit of the Dayton Valley Community Association Property Owners. These rules highlight, in most instances, specific articles of the CC&Rs in a condensed form.

CC&R Articles referenced in these Rules relate to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Dayton Valley Country Club, Document Number 462667, recorded July 23, 2010.

The Rules and Regulations were updated on October 18, 2017 by the Board of Directors.

The Rules and Regulations were updated again on February 21, 2018 by the Board of Directors.

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1. RESPONSIBILITY (CC&R Article 10.3):
   (a) All property owners, guests, visitors, renters, and lessees are required to abide by these rules.
   (b) Property owners are responsible for all acts of their family members, guests, visitors, renters, and lessees.
   (c) Any penalties authorized hereunder may be assessed against the responsible property owner.
   (d) A property owner shall not prevent or intimidate another owner, tenant or guest from using any common area, including the streets of the Association.

2. IMPROVEMENTS (CC&R Article 8.1 & 8.6):
   (a) Plans and specifications shall be submitted to the Architectural Committee prior to the commencement of any construction.
   (b) Construction may not commence unless and until the Architectural Committee has approved such plans and specifications in writing.
   (c) There shall be no construction, excavation, alteration which alters the exterior appearance of any improvement, or removal of any improvement without prior written approval of the Architectural Committee.
   (d) Except where the Chairman selects or appoints a Committee Member to solely review and approve/deny a Homeowner's request, no individual member of the Architectural Committee has authority to approve any improvement.

3. BUILDING AND FENCE MAINTENANCE:
   (a) Each property owner is responsible for periodic maintenance of the exterior of his or her house, fence, improvements and related structures (CC&R Article 7.2).
   (b) Plans for changing the color of buildings (house or any other structure) must be submitted to the Architectural Committee for approval and no exterior change shall be made without the prior written approval of the Architectural Committee (CC&R Article 7.3).
   (c) Fences may be protected with natural or transparent stain or clear sealer in the interest of presenting a uniform appearance (CC&R Article 7.2).

4. LANDSCAPING (CC&R Article 7.2 (b)):
   (a) All front yard landscaping must be approved and completed by close of escrow or occupancy of newly constructed homes, whichever occurs first. Rear landscaping must be approved and completed within (1) year of occupancy or close of escrow, whichever occurs first.
   (b) Previously owned homes must have all refurbished landscaping and revised landscaping approved in writing by the Architectural Committee before any changes are made. Refurbished landscaping must be completed with (6) months of close of escrow or approval whichever is appropriate.
   (c) All plantings shall be kept neatly trimmed and properly cultivated.
   (d) Property shall be kept free from trash, weeds and other unsightly material.

5. VISIBILITY FROM NEIGHBORING PROPERTY (CC&R Article 4.28):
   No object, such as a fence, shrub or tree, shall be situated to unreasonably obstruct the view of neighboring property owners. The Architectural Committee shall determine if there is any unreasonable view obstruction.

6. UNSIGHTLY ARTICLES (CC&R Article 4.4):
   (a) No unsightly article shall be permitted to remain on any lot to be visible from neighboring property, public or private thoroughfares or golf course.
   (b) Except when in actual use, all items such as recreational (bicycles, etc.), garden and maintenance equipment, shall be kept in an enclosed structure or screened so as not to be visible from neighboring property, public or private thoroughfares or golf course.
   (c) Refuse, garbage and trash shall be kept in a covered container in an area not visible from neighboring property, public or private thoroughfares or golf course.

7. ANTENNAS (CC&R Article 4.12):
   No property owner shall erect or maintain any exterior radio or television antenna/satellite dish or aerial in the Project without the prior written approval of the Architectural Committee.

8. HOLIDAY DECORATIONS (CC&R Article 4.4):
   Holiday decorations and lights must be removed 30 days after the holiday.

9. INSURANCE RATES (CC&R Article 4.25):
   (a) Nothing shall be done or kept in the Project which would increase the insurance rate on any Association property without the written approval of the Board.
   (b) Nothing shall be done or kept in the Project which would result in the cancellation of insurance on any Association Property or common area or be in violation any law.

10. SIGNS (CC&R Article 4.11):
    No sign of any kind shall be displayed to the public without the prior written approval of the Architectural Committee except as may be required by law.

11. NUISANCES (CC&R Article 4.3 – 4.4 – 4.13(c), 4.15(c)):
    (a) Rubbish or Debris – No rubbish or debris shall be placed or permitted to accumulate upon any property nor odors permitted to arise so as to render any property unsanitary, unsightly or offensive to any other property or its occupants.
    (b) Noise – No noise or other nuisance shall be permitted to exist so as to be offensive or detrimental to any other property or its occupants.

12. PETS (CC&R Article 4.3 - 4.19):
    (a) Pets must be under their owner's direct control and supervision when not confined to house or yard.
    (b) Pet owners are responsible for picking up after their pets within common areas, streets and other properties.
    (c) Damages to other peoples' property or common area caused by a pet must be reimbursed by the pet's owner.
    (d) No Resident shall permit noise including the barking of dogs to emanate from the Resident's lot which would unreasonably disturb another Resident's enjoyment of his or her lot or common area.

13. HAZARDOUS ACTIVITIES (CC&R Article 4.24):
    (a) No activities shall be conducted or improvements constructed on any Resident's lot which might be unsafe or hazardous to any person or property or common area.

(b) No fire arms shall be discharged anywhere within the Project.
(c) No open fires are allowed except in a contained barbecue unit while attended and in use for cooking purposes.

14. TEMPORARY STRUCTURES (CC&R Article 4.17):
(a) No tent, shack or other temporary structure shall be placed upon any property, except those necessary for architects or builders during construction.
(b) Such structures must be approved by the Architectural Committee including the nature, size and location of such structure.

15. BUILDING PERMITS (CC&R Article 5 (ii)):
Owners shall obtain building permits for all improvements as required and issued in accordance with Lyon County Code. This is in addition to compliance with all prior written approvals from the Architectural Committee.

16. PARKING RESTRICTIONS/GARAGE USE (CC&R Article 4.15):
(a) No parking is allowed on the streets or in guest parking between the hours of midnight and 6am unless the vehicle has a valid visitor's pass issued by the Association.
(b) Automobiles/Motorcycles – Unless otherwise permitted by the Board, no automobiles or motorcycles shall be parked or left within the Project other than within a garage, carport or approved appurtenant parking space. Except as parked in a garage, no automobile or motorcycle may be parked unless it is operable and registered.
(c) Golf Carts – Golf carts allowed by the CC&Rs must be stored in the garage when not in use. At no time should a golf cart be left parked in the driveway or street front overnight.
(d) Recreational Vehicles – (Motor homes, travel trailers, utility trailers, boats, etc.)
(1) No RV shall be used as a living area while parked or located on the Project.
(2) No recreational or commercial vehicle shall be parked within the project other than in parking area designated by the Board.
(3) An RV may be temporarily parked in a residential driveway for not more than 48 consecutive hours for the purpose of loading or unloading.
(4) An RV may be temporarily parked in front of a residence, if feasible, or in a parking area for not more than 48 consecutive hours for the purpose of loading or unloading. Thereafter the vehicle will be subject to being towed at the owner's expense. The RV may not impede traffic.
(5) Guests of a resident may temporarily park a RV on a lot or parking area for not more than 48 consecutive hours and thereafter the vehicle will be subject to being towed at the owner's expense. The RV may not impede traffic. Except as provided in this section, no guests may park an RV within the community.
(6) No RV may be moved from property to property to circumvent the 48-hour rule.
(e) Guest Parking – Property owners may not use any area designated as guest parking for an extended period of time without specific written permission of the Board. "Extended period of time" shall mean 3 days in any seven-day period.
(f) Garage Use – Garages shall be used for parking vehicles and shall not be converted or modified for living or recreational use.
(g) Traffic and Safety Violations – These rules apply to all vehicles that operate on the streets of the Association. This includes residents, visitors, commercial, golf carts. The posted speed limit within the development is 15 MPH.

(1) Damage to the Gates – A criminal complaint may be filed against the perpetrator. The perpetrator is responsible for all damages and costs to the Association including legal fees.
(2) Driving on the sidewalks or property to avoid the speedbumps is prohibited subject to a health, safety, welfare fine.
(3) Excessive speed is prohibited subject to a health, safety, welfare fine.
(4) Running a stop sign is prohibited and subject to a health, safety, welfare fine.
(5) Use of the roads requires ingress and egress through the gates in the correct manner. Drivers are prohibited from exiting through the entrance side of the gate and entering through the exit side of the gate. All access through the gates must be in a manner that is consistent with the outbound and inbound lanes of the gate. Driving the wrong way through the gates creates a potentially dangerous situation for others by interfering with proper egress through the gate and increasing the risk of a serious accident and may cause damage to the Common Area gates. Violations of this provision may be subject to a health, safety, and welfare violation fine.

(h) When there is a parking violation, the Homeowner may be provided notice to attend a hearing at the same time the initial notice of violation is provided. Nominal movement of a vehicle does not constitute compliance.

17. REPAIR OF VEHICLES (CC&R Article 4.4 & 4.15):
(a) Neither servicing or repairing of vehicles in driveways, streets, or parking areas is permitted.
(b) Any vehicle not in an operable condition and left unattended for more than 48 consecutive hours may be towed at the expense of the registered owner.

18. GOLF COURSE RESTRICTIONS (CC&R Article 4.7):
(a) The Golf Course areas are restricted to golf activities only.
(b) Other activities such as jogging, walking, bicycling, skating, picnicking of sunbathing on the golf course area are strictly prohibited.
(c) The owner of the Golf Course shall enforce activities in the Golf Course and the Association has no responsibility for enforcing or managing Golf Course rules and regulations.

19. RESIDENTIAL USE (CC&R Article 4.1- 4.2 – 4.5):
(a) Property in the Project is restricted to single-family residential use.
(b) No commune, co-operative or similar type living arrangement shall be permitted.

20. RULES (CC&R Article 2.5):
(a) Notification of Rules – A copy of the rules, as adopted, amended or repealed, shall be mailed, electronically or by USPS, or otherwise delivered to Association members as allowed by NRS116.
(b) Revision of Rules - These rules may be revised at any time by the Board as conditions warrant provided a written communication is sent to Association members advising of the changes.
(c) Rental of Lots -- Each Owner renting shall be strictly responsible and liable to the Association for the action of such Owner's tenants in or about all Lots and Common Area and for each tenant's compliance with provisions of all Governing Documents. An Owner renting a Lot shall provide tenant with copies of the Governing Documents and all

amendments. The Owner shall notify the Association and tenants shall acknowledge receipt in writing. (CC&R Article 4.20)

21. FINES – GENERAL:
    (a) Level of Fines – After notice and hearing in accordance with NRS 116.31031, the Board may invoke any one or more of the following sanctions or remedies for violation of any rule or other provision of the governing documents:
        (1) Except as provided in (2) below, a fine of not more than $100 per violation unless the violation is deemed to threaten health, safety and/or welfare in which case it may be more than $100 and shall be commensurate with the severity of the violation.
        (2) Where a parking citation has been issued within twelve months of a prior citation, the fine may be doubled.
        (3) Suspension of use of Association Property for up to 30 days.
        (4) Costs for remedying the violation assessed to such property owner.
        (5) Injunctive relief obtained against the continuance of such violation.
        (6) Any remedy allowed by Nevada law.
    (b) Assessment of fines and Continuing fines –
        (1) Fines will be effective as stated in the Result of Hearing letter, generally within 14 days.
        (2) Continuing violations will be subject to fines every seven (7) days without further notification as long as the violation is not remedied.
        (3) If determined at the hearing fines may be levied for future occurrences of a specific violation.
        (4) Fines shall become an assessment against the property owner and a lien against the owner's property.
        (5) Action to collect delinquent fines may be taken and all legal or collection fees and costs shall be assessed to the owner and the owner's property.
        (6) A lien for fines may not be foreclosed in accordance with NRS 116 unless the fine is for a violation that threatens health, safety and/or welfare.
        (7) Other remedies allowed by Nevada law may be exercised to collect fines and/or obtain compliance.

22. FRONT YARD BORDERS AND MESH ON WROUGHT IRON FENCES:
    (a) Front yard borders – Lawn borders are permitted in the front yards of residences. They must be temporary, no more than 18 inches high, have no spikes on the top and be made of dark metal (black, brown, bronze, dark green).
    (b) Mesh on wrought iron fences – A mesh may be attached to these fences. The mesh must be black with holes no smaller than $^1/_2$ inch square. No colored mesh will be allowed.