

## NORTHERN TERRACE HOMEOWNERS ASSOCIATION

P.O. BOX 400518 LAS VEGAS, NV 89140

P: 702-531-3382 | F: 702-531-3392

[www.camconeveda.com](http://www.camconeveda.com)

### SCHEDULE OF FINES

Pursuant to Article 17, Section 17.1 Enforcement of the Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for Northern Terrace Homeowners Association (CC&R's) and the NRS 116.31031, the Board of Directors of Northern Terrace Homeowners Association ("Board") has adopted the following Schedule of Fines:

**1) The initial fine imposed pursuant to NRS 116.31031, Sub-Section 1(b) for violations of the CC&R's is as follows:**

- a) \$100.00 for each and every separate violation of any provision of Section 10.1 Single Family Residence
- b) \$100.00 for each and every separate violation of any provision of Section 10.2 No Further Subdivision
- c) \$100.00 for each and every separate violation of any provision of Section 10.3 Insurance Rates
- d) \$100.00 for each and every separate violation of any provision of Section 10.4 Animal Restrictions
- e) \$100.00 for each and every separate violation of any provision of Section 10.5 Nuisances
- f) \$100.00 for each and every separate violation of any provision of Section 10.6 Exterior Maintenance and Repair; Owner's Obligations
- g) \$100.00 for each and every separate violation of any provision of Section 10.7 Drainage
- h) \$100.00 for each and every separate violation of any provision of Section 10.8 Water Supply and Sewer Systems
- i) \$100.00 for each and every separate violation of any provision of Section 10.9 No Hazardous Activities
- j) \$100.00 for each and every separate violation of any provision of Section 10.10 No Unsightly Articles; Trash Containers
- k) \$100.00 for each and every separate violation of any provision of Section 10.11 No Temporary Structures; Storage Sheds
- l) \$75.00 for each and every separate violation of any provision of Section 10.12 No Drilling
- m) \$100.00 for each and every separate violation of any provision of Section 10.13 Alterations
- n) \$100.00 for each and every separate violation of any provision of Section 10.14 Signs
- o) \$100.00 for each and every separate violation of any provision of Section 10.15 Improvements
- p) \$100.00 for each and every separate violation of any provision of Section 10.16 Antennas and Satellite Dishes
- q) \$100.00 for each and every separate violation of any provision of Section 10.17 Landscaping
- r) \$100.00 for each and every separate violation of any provision of Section 10.18 Prohibited Plant Types
- s) \$100.00 for each and every separate violation of any provision of Section 10.19 Parking and Vehicular Restrictions
- t) \$100.00 for each and every separate violation of any provision of Section 10.20 Sight Visibility Restriction Areas
- u) \$75.00 for each and every separate violation of any provision of Section 10.21 Prohibited Direct Access
- v) \$100.00 for each and every separate violation of any provision of Section 10.22 No Waiver
- w) \$75.00 for each and every separate violation of any provision of Section 10.23 Declarant Exemption
- x) \$100.00 for each and every separate violation of any provision of Section 10.24 Master Association Documents

**Additional**

A total of \$100.00 will be assessed for each and every separate violation of any provision of the CC&R's not specifically mentioned herein, except when the violation pertains to any provision of the CC&R's which poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the unit's owners or residents of Northern Terrace Homeowners Association, as per NRS 116.31031. Such initial fine amount will be determined commensurate with the severity of the violations, in the Board's discretion or, if the Commission for Common Interest Communities and Condominium Hotels adopts regulations pertaining to health, safety or welfare violations, then the fine will be determined in a manner consistent with such regulations.

**2) The fine imposed pursuant to NRS 116.31031, Sub-Section 1(b), for continuing violations of the CC&R's is as follows:**

- a) \$100.00 for each and every separate violation of any provision of Section 10.1 Single Family Residence
- b) \$100.00 for each and every separate violation of any provision of Section 10.2 No Further Subdivision
- c) \$100.00 for each and every separate violation of any provision of Section 10.3 Insurance Rates
- d) \$100.00 for each and every separate violation of any provision of Section 10.4 Animal Restrictions
- e) \$100.00 for each and every separate violation of any provision of Section 10.5 Nuisances
- f) \$100.00 for each and every separate violation of any provision of Section 10.6 Exterior Maintenance and Repair; Owner's Obligations
- g) \$100.00 for each and every separate violation of any provision of Section 10.7 Drainage
- h) \$100.00 for each and every separate violation of any provision of Section 10.8 Water Supply and Sewer Systems
- i) \$100.00 for each and every separate violation of any provision of Section 10.9 No Hazardous Activities
- j) \$100.00 for each and every separate violation of any provision of Section 10.10 No Unsightly Articles; Trash Containers
- k) \$100.00 for each and every separate violation of any provision of Section 10.11 No Temporary Structures; Storage Sheds
- l) \$75.00 for each and every separate violation of any provision of Section 10.12 No Drilling
- m) \$100.00 for each and every separate violation of any provision of Section 10.13 Alterations
- n) \$100.00 for each and every separate violation of any provision of Section 10.14 Signs
- o) \$100.00 for each and every separate violation of any provision of Section 10.15 Improvements
- p) \$100.00 for each and every separate violation of any provision of Section 10.16 Antennas and Satellite Dishes
- q) \$100.00 for each and every separate violation of any provision of Section 10.17 Landscaping
- r) \$100.00 for each and every separate violation of any provision of Section 10.18 Prohibited Plant Types
- s) \$100.00 for each and every separate violation of any provision of Section 10.19 Parking and Vehicular Restrictions
- t) \$100.00 for each and every separate violation of any provision of Section 10.20 Sight Visibility Restriction Areas
- u) \$75.00 for each and every separate violation of any provision of Section 10.21 Prohibited Direct Access
- v) \$100.00 for each and every separate violation of any provision of Section 10.22 No Waiver
- w) \$75.00 for each and every separate violation of any provision of Section 10.23 Declarant Exemption
- x) \$100.00 for each and every separate violation of any provision of Section 10.24 Master Association Documents

**Additional**

The additional fine for each and every separate violation may not exceed \$100.00, except when the violation pertains to any provision of the CC&R's which poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the unit's owners or residents of the Northern Terrace Homeowners Association. Such weekly continuing violation fine amount will be determined to commensurate with the

severity of the violation, in the board's discretion or, if the Commission for Common Interest Communities and Condominium Hotels adopts regulations pertaining to health, safety or welfare violations, then the fine will be determined in a manner consistent with such regulations. Per NRS 116.31031, Sub-Section 1(b), if a violation is not cured within 14 days, or a longer period established by the executive board, the violation shall be deemed as a continuing violation and the executive board may impose an additional fine.

#### Violations by Invitees

For any violation of any provision of the governing documents committed by an invitee of an owner or an invitee of a tenant, and after such owner and/or tenant has been provided a hearing, the Board may impose a fine, vote to suspend such owner's or tenant's right to use common area facilities and/or suspend such owner's right to vote on Association matters. Furthermore, except where the violation poses an imminent threat of causing substantial adverse effect on the health, safety, or welfare of the units' owners or residents of the common-interest community, the Committees may not impose fines against an owner or a tenant for the violations committed by an owner's invitee or a tenant's invitee unless:

- a. The owner or tenant participated in or authorized the violation;
- b. The owner or tenant had prior notice of the violation; or
- c. The owner or tenant had an opportunity to stop the violation and failed to do so.

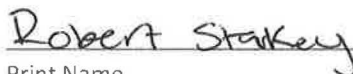
Subject to the above, owners are and will be held responsible for the actions of their tenants, family members, guests, and other invitees.

#### Liens

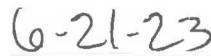
The Association shall have the right to file liens for unpaid fines for any fines not paid within thirty (30) days of the notice of decision. The Association may foreclose on such liens where the underlying fine relates to violations that pose an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the owners or residents within the community. The Association's right to record a lien for fines shall arise upon the imposition of such fines. The lien shall be released when the Owner pays all fines accrued and all fees and costs owing under the lien and the violation is cured.



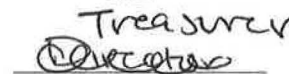
Signature of Board Member



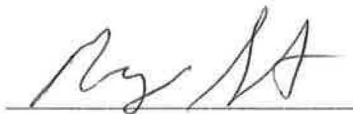
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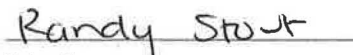
Date



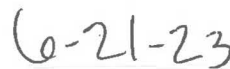
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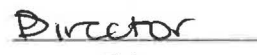
Signature of Board Member



Print Name



Date



Title