

Wheatherstone Condominium Corp. - Rules & Regulations ("Rules")

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The following Rules supplement the Association's Declaration and Bylaws. The Rules exist to protect the rights of owners, to protect property values and to ensure that Wheatherstone continues to be a safe and pleasant place to live.

Owners and tenants should advise their guests of these Rules. Owners may be fined if their guests or tenants violate these Rules or the Association's Governing Documents (after appropriate notice). Owners are responsible for providing copies of these Rules and the Association's Governing Documents to tenants. Each lease must state that a tenant's failure to comply with the Association's governing documents is a default under the lease.

Most of the forms and standards referenced in the Rules are available on the Wheatherstone.com website.

Any federal, state or local laws or regulations in conflict with Wheatherstone Rules automatically supersede our Rules without amendment. NRS 116 is the primary Nevada law related to common-interest communities like Wheatherstone.

Section 1. Swimming Pool / Spa and Tennis Courts

- 1.1. State and county rules related to the use and operation of the pool and spa are posted in the pool area. Regulators may impose additional pandemic related restrictions with little notice as a condition to keep the pool open. All regulatory rules posted in the pool area become effective when posted. Violations of posted regulatory rules can result in a regulatory order to close the pool and spa.
- 1.2. The pool / spa area is open 24 hours a day. The pool is open April 1 each year and closes in the fall when the temperatures drop. The spa is open year round.
- 1.3. Quiet hours are from 10:00 PM until 8:00 AM. Persons using the pool area during quiet hours must be quiet and not disturb other residents. Persons using the pool may not play music or make loud noises in the pool area, at any time, at a volume that disturbs residents in adjacent units.
- 1.4. The tennis court / basketball area is open year round from 8 AM to 10 PM.
- 1.5. The pool key opens the pool entry gate, the door to the pool restrooms, the tennis courts and the front entry pedestrian gate. \$25 is charged to purchase an extra key or to replace the key.
The pool key opens and closes the pool gate and pool area restrooms. Anyone in the pool area without a key or without someone who has a key will be asked to leave the pool area.
- 1.6. The pool gate must be fully closed when entering and exiting the pool. The gate may not be propped open. Scaling the pool fence to enter and exit the pool is prohibited. Breaking into the pool area without a pool key will result in an automatic suspension of pool privileges (after an opportunity for a violation hearing).

- 1.7. The Association does not provide lifeguards. Anyone using the pool or spa does so at their own risk.
- 1.8. No glass is permitted in the pool area. Trash or waste must be discarded in the containers provided.
- 1.9. No smoking in the pool area.
- 1.10. Persons 14 years of age or under may only use the swimming pool or spa in the presence of an adult 18 years of age or older.
- 1.11. Pool facilities are available only for the use of Owners, tenants and their guests. The maximum number of residents and guests per unit using the pool facilities at one time is limited to six people.
- 1.12. Loud boisterous conduct, profanity, running, diving, jumping into the pool and "horseplay" are not allowed in or about the pool area. Splashing on sunbathers is not allowed. Intoxicated persons or persons with an infectious disease may not use the pool or spa. No person may engage in any other activity in the pool, spa and tennis court areas which creates a safety hazard, creates a nuisance situation or could result in property damage.
- 1.13. No pets except service animals are allowed in the pool area.
- 1.14. Shower before entering the water.
- 1.15. Residents and guests must wear appropriate swimwear in the pool area.
- 1.16. Diaper changing in the pool area is prohibited
- 1.17. Unauthorized persons may not tamper with the pool or spa systems. Any need for a change of temperature or service of any type should be reported to the property management company.
- 1.18. The tennis courts may only be used for playing tennis and basketball (e.g., no soccer, volleyball or skateboarding).
- 1.19. The Board may deny access to the pool area or tennis courts to any person who does not comply with pool and tennis court rules. Fines may also be assessed.

Section 2. Pets

- 2.1. Animals in the Common Elements must be accompanied by its owner and on a leash.
- 2.2. Animals are not permitted to relieve themselves in Common Elements unless the pet owner immediately removes the animal waste.
- 2.3. A maximum of two household pets (exclusive of caged birds or aquarium fish) may be kept in a Unit without Board approval. No other animals, reptiles, livestock, or poultry shall be brought on the Common Elements or kept in any Unit.
- 2.4. Animals may not bark, whine or howl excessively and disturb other residents.

Section 3. Driving Safety and Parking

- 3.1. The speed limit on Wheatherstone streets is 10 miles per hour. Speeding and reckless driving endanger the safety of other residents. Residents are encouraged to report violators to the property management company.
- 3.2. All parking spaces on the Wheatherstone property are temporary visitor parking spaces except RV parking spaces and garage parking spaces. Owners, tenants and long-term guests must park in garages. If an Owner or tenant has a vehicle that is too large to fit in the unit's garage or if there are more than two vehicles registered to the unit, a parking pass may be purchased through the property management company. The property management company maintains a log of vehicle license numbers with paid parking passes. A vehicle with a license number on the paid parking pass list may park in any visitor parking space.

A limited number of parking passes are issued on a first-come, first-served basis. Parking pass terms and conditions are described in more detail in the Association's Parking Pass Contract.

- 3.3. Visitor parking passes are available from the property management company at no charge for short-term guests visiting for more than three days. Short-term passes are available for up to seven days

for unusual circumstances like new owners moving boxes in from garages, short-term remodeling projects requiring furniture to be placed in garages, etc. Short-term visitor passes are not required but may eliminate the inconvenience of responding to towing notices.

- 3.4. Parking is not permitted in front of garage doors, dumpsters, in areas marked No Parking, next to red curbs, next to fire hydrants or in any other area which is not marked as a parking space.
- 3.5. Boats, motor homes, trailers and recreational vehicles may only park in the Recreational Vehicle (RV) area. Automobiles may not park in the area designated for RV Parking Only. Owners or tenants who wish to park a vehicle in the RV lot should contact the property management company to be placed on the RV lot parking waiting list. RV parking spaces are assigned from the RV parking waiting list on a first-come, first-served basis. Vehicles eligible to park in the RV lot must: 1) be vehicles used primarily for recreational purposes (e.g., boats, motor homes, boat trailers); 2) be registered in the name of a Wheatherstone resident; 3) be stored in a manner which does not represent a safety hazard to other residents (e.g., no exposed motor blades extending in an area where children may be playing). Commercial vehicles (e.g., moving trucks, buses) and vehicles used primarily for non-recreational transportation are not eligible to park in the RV lot.
- 3.6. Visitor and RV parking spaces may not be used to store vehicles that are not operational, have flat tires or are unsightly. Vehicles that cannot be driven, have no license plates or license plates expired for more than 60 days may not be parked in a visitor parking space or the RV lot for more than 72 hours. Vehicles parked in the RV lot or in a visitor parking space must fit in one parking space.
- 3.7. Parking violations will result in towing and / or fines. No fines or towing will occur if a person in a vehicle is delivering goods or performing services (e.g., delivery vehicles, vendors doing plumbing and electrical work, carpet cleaners.) unless the parking violation represents a safety hazard or results in blocking other residents' vehicles.
- 3.8. 100 units share 40 visitor parking spaces. The number of vehicles parking in visitor parking spaces between 5 PM and 7 AM and weekends is limited to three vehicles per unit.
- 3.9. Street work is periodically scheduled to maintain and replace asphalt. Multiple notices are provided to residents when street work is planned (newsletter, door hangers, gate sign reminders). Residents who ignore notices create contractor delays and cost money. Residents who ignore notices and streets that are blocked off for repairs will be towed. Residents who park in areas taped off for street work or who drive over wet asphalt will be billed for the cost of the damage (see CC&R Section 6.7 - Special Unit Assessment).
- 3.10. Wheatherstone streets are maintained for motor vehicle traffic and shall not be used for other purposes. **Children may not play in the streets and driveways.**
- 3.11. Vehicle repairs are not permitted in the community unless the repairs are done inside garages. Tools, vehicle parts and substances like grease, oil, fuel, coolants or any similar substances may not be left on the Common Elements or disposed of in community trash dumpsters.

Section 4. Limited Common Elements Maintenance and Replacement

- 4.1. Exterior maintenance repairs or replacements of limited common elements must conform to standards (colors, styles, architecture) approved by the Board. Exterior structural changes must be approved in writing by the Board before the change is made (Architectural Change Request form available on website under Forms / Standards tab). Proposed changes, with details of construction design, color, and materials, must be submitted to the Board for approval prior to construction. If a Limited Common Element is not maintained by its Unit Owner, or does not conform to standards approved by the Board, the Association may after notification and hearing opportunity, complete the maintenance or replacements at the Unit Owner's expense.
- 4.2. Replacement and maintenance of patio gates, garage and walk in doors, windows, exterior light fixtures and front entry planter boxes are the responsibility of the Owner. The style and color of replacements must be approved by the Board. Owners should contact the property management company to review which styles and colors have been pre-approved by the Board

- 4.3. Windows may not be covered with sheets, newspaper or other non-standard window coverings. Window coverings that are visible from the streets or other units must be maintained in good condition.
- 4.4. Patio walls may be raised if the conditions described in the "Application to Raise Patio Wall" (form on website) are met. Requests to raise walls are automatically approved once the Application is returned and all conditions are met.

Section 5. Respect for Neighbors

- 5.1. Wheatherstone residents live in close proximity to each other. Noise levels must be restricted to a level that does not disturb other residents and interfere with their enjoyment of their property. This includes incessant dog barking, playing loud music in cars parked in driveways and visitor parking spaces, high volumes on televisions, stereos and musical instruments, loud party activities, loud motorcycle mufflers, yelling and screaming and other loud and annoying noise sources.
- 5.2. Residents may not place personal items in a courtyard (except in their front entry and flower box) unless all residents in the building agree to placing such items in the courtyard. Examples of items that may be placed in a courtyard with the approval of all courtyard residents: solar lighting along sidewalks, personal plant pots, decorative landscaping items, holiday decorations and park benches.
- 5.3. Owners must maintain Limited Common Elements (e.g., patios, entryways, windows and doors) visible to other residents and visitors in a neat and attractive manner. Unsightly articles are not permitted in the Limited Common Elements if the articles are visible from any street or any other Unit. Owners with pets must keep the patio area in a sanitary condition to avoid flies and unpleasant smells.
- 5.4. Patios are not designed to be used as storage areas. Items that would not typically be used on a patio may not be stored on the patio (e.g., garbage, remodeling debris, junk, clotheslines, auto parts, towels or clothing hung over patio walls, washers and dryers, kitchen appliances, exercise equipment, basketball hoops, ladders and living room furniture. Nothing may be maintained or stored in the patio area that creates a safety hazard.
- 5.5. If garden hoses are used in the Common Elements (i.e., faucets in courtyards and next to garages), the hoses must be stored in a manner that does not create a safety hazard or is unsightly.

Section 6. Use of Common Elements

- 6.1. Each Unit shall be improved, used and occupied for private, single-family dwelling purposes only. No portion of the Common Elements shall be used for any commercial purposes. Commercial purposes include any activity requiring a business license.
- 6.2. Owners may lease their Unit, provided a written lease requires tenants to be bound by and obligated with Governing Documents provisions. No Owner shall lease a Unit for transient or hotel purposes. A lease shall be deemed a transient lease or issued for hotel purposes if: 1) the lease has a term of less than six months; or 2) the lessor provides any services normally associated with a hotel.
- 6.3. All garbage and trash must be bagged and placed in a trash dumpster. Do not overfill dumpsters. If a dumpster is full, dispose of the trash in another dumpster. Material from outside the complex may not be placed in the dumpsters. Large items may not be left outside of the dumpsters. Residents are responsible for arranging to haul away large items or large amounts of trash like remodeling debris, large furniture and appliance, etc. which will not fit in the dumpster. Additional dumpster rules are posted on each dumpster. Fines will be assessed (after notice and hearings) for trash violations. In addition, expenses to clean up / haul away trash left outside of the dumpster will be billed to the unit incurring the expense (see CC&R Section 6.7 - Special Unit Assessment).
- 6.4. Nothing may be mounted on roofs, buildings, chimneys or anywhere in the Common Elements without Board approval. In general, the Board will approve antenna and/or satellite dishes if the equipment is installed under the roof eaves using under-the-eave mounts. In general, a) dishes / antennas may not be larger than 5 feet by 4 feet. b) antennas and dishes may not be installed, in the courtyard grounds or mounted to roofs, building siding or stucco with bolts, screws or other anchors that penetrate the roof structure and c) antenna and/or dishes must be mounted in a location which is the least visible

from the streets (when there are installation location alternatives). Residents may ask for Board assistance if they have problems identifying a good location to mount satellite dishes.

The Owner is responsible for any water leaks or other damage resulting from the mounting of antenna, satellite dishes or any other contrivances on the roof, siding or stucco. The owner is also responsible for removing such equipment when discontinuing service.

- 6.5. Owners, tenants, guests and contractors hired by the Owner may only enter the property through the front entry gate using gate openers, entry gate keys or by being allowed access by a resident using the front entry access system. Residents, guests or contractors who force the front gate open, climb walls or gates to enter the community or climb fencing to enter locked Common Elements will be assessed Fines as described in Sections 8 and 9 below. Any damage resulting from such breaking and entering activities will be assessed to the Owner's account (see CC&R Section 6.7 - Special Unit Assessment).
- 6.6. One sign advertising a Unit for sale or for rent, of reasonable dimensions, may be displayed in a Unit's Limited Common Elements. No sign shall be displayed in the Common Elements or on a Unit's garage door without Board approval.
- 6.7. A resident may display the US flag and political signs in the Limited Common Elements consistent with government laws and regulations. Refer to NRS 116 or the property manager for more information.
- 6.8. Objects may not be hit, thrown or bounced off patio walls, fences, roofs, shingles, cars or buildings or otherwise placed in the streets, pool area or other Common Elements.

Section 7. Safety

- 7.1. No biking, skateboarding or roller skating on paver pathways in the community. These pathways are not designed to be safe for these activities.
- 7.2. Garage doors must be closed when the garage is not in use. Closed doors increase personal safety, reduce theft and improve the appearance of the property.
- 7.3. Firewood, flammable materials or combustibles may not be stored in garages.
- 7.4. Outdoor cooking with portable barbequing equipment is prohibited within 10 feet of any overhang, balcony or opening. LPG fueled barbeques and equipment may not be stored within 5 feet of any exterior building wall. Propane may not be stored inside any structure, unless the container is listed for interior storage. Adult supervision is required at all times while the barbeque is generating heat. A ready source of water like a garden hose must be available in case of a fire or a spill of hot coals. Outdoor cooking equipment with a fixed connection to natural gas service is not subject to the restrictions described above.

Section 8. Violation Notices and Opportunity for Hearing

- 8.1. The Association will issue a violation letter or courtesy note for any known violation of the Rules or other Association Governing Documents. Violation letters will specify the details of the violation, the action required to cure the violation, any time available to cure the violation, the amount of the fine or other consequences of not curing the violation and the date, time and location for a violation hearing.
- 8.2. If an Owner or a tenant or an invitee of an Owner or a tenant violates any Governing Document provisions, the Board may (a) prohibit, for a reasonable time, the unit's Owner or the tenant or the invitee of the Owner or the tenant from: (1) voting on matters related to the community; and / or 2) using the common amenities (i.e., pool, spa, tennis courts, clubhouse, RV lot).
- 8.3. If a fine is imposed and the violation is not cured within 14 days, or for a longer period established by the Board, the violation shall be deemed a continuing violation. The Board may impose additional fines for the violation for each seven-day period, or portion of a seven-day period, that the violation is not cured. This additional fine may be imposed without notice and without an opportunity for hearing.
- 8.4. A violation hearing must be held before a fine for a violation is assessed unless the Owner waives the hearing, does not show up for the scheduled hearing or pays the fine. Violation hearings are held in closed Executive Board Sessions or in closed Violation Committee meetings (conducted by Violation Committee made up of at least three designated Board members). Owners have the right to request violation hearings in an open Board meeting. An Owner is entitled to attend all portions of the hearing

related to the alleged violation, including the presentation of evidence and the testimony of witnesses. An Owner may not attend other portions of a Violation Committee meeting or Executive Session, including the deliberations of the Board related to the violation.

Section 9. Late Charges, Interest and Schedule of Fines

9.1. Assessments are levied and collected as described in the Association's Declaration. Our Declaration provisions are superseded by changes made by the Nevada legislature (NRS 116) and the Nevada Real Estate Division. Based on our Declaration and the most current Nevada law:

- The Association may assess a monthly Late Charge on any assessment for common expenses not paid within 30 days after the assessment becomes due. The current monthly Late Charge, which may be amended from time to time, is \$18 on any assessment balance (except fines) of more than \$100 not paid within thirty days after the assessment is due.
- The Association may assess interest on any assessment for common expenses or installment thereof that is 60 days or more past due. The interest rate is defined by Nevada law. The current annual interest rate is a rate equal to the prime rate at the largest bank in Nevada as published by the Commissioner of Financial Institutions on January 1 or July 1 immediately preceding the date the assessment becomes past due, plus two percent. The rate must be adjusted accordingly on each January 1 and July 1 thereafter until the balance is satisfied. The Association reserves the right to waive interest assessments until an account is referred for collections.
- The Association will not assess Late Charges or interest on delinquent fines.

9.2. Schedule of Fines: A \$100 fine will be assessed for any Governing Document violation, if the violation endangers the health or safety of Wheatherstone residents, guests or contractors. A \$50 fine will be assessed for any non-health/safety Governing Document violations. The fines will be assessed if the violations are not cured within the time stated in a violation letter except that: 1) no fine will be assessed until after a violation hearing has been conducted; and 2) the Board may increase, decrease or waive fines within the established parameters and consistent with Nevada law. 14 days shall be provided to cure any violation except: 1) health and safety violations must be cured immediately and 2) a minimum of 30 days will be provided to cure any violation involving construction remedies (e.g., repair cracks in patio walls, replacing garage doors). Additional fines (equal to the initial fine) may be imposed, without the opportunity for additional hearings, every additional 7 days after the initial fine is assessed that the violation is not cured, up to a maximum of \$1,000.

The Board may increase, decrease or waive fines and extend the time allowed to cure violations but the Board must document the reasons for exercising any discretion and must uniformly apply the same discretion in all similar circumstances.

Section 10. Submitting Complaints

10.1. Any Owner may report a Rules violation. Reports of violations must be submitted in writing to the property management company and the complaint should include the following: 1) nature of the violation; 2) the violator's name and address, if known; 3) when and where did the violation occur; and 4) the reporting Owner's name, address and signature; 5) a picture of the violation if possible; and 6) the name(s) of anyone else that can support the complaint.