

**Canyon Pines  
Homeowners Association**

**General Rules**

**July 15, 2019**

**Adopted June 6, 2019  
Effective July 15, 2019**

**Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

# Canyon Pines Homeowners Association

## GENERAL RULES

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# A. INTRODUCTION

Canyon Pines Development is a covenant controlled community located in northwest Reno. The community consists of 301 homes located on the southern slope of Peavine Mountain to the north of and overlooking the Somerset development. The Canyon Pines community is not affiliated with or part of the Somerset Homeowners Association. The community is accessed via the 4th roundabout on Somerset Parkway.

To maintain a quality appearance and living environment for the residents of Canyon Pines, all Owners in the Canyon Pines community are subject to many requirements related to the use and exterior appearance of their property. By purchasing a property in Canyon Pines, each Owner accepted responsibility for complying with all of those requirements.

The community is governed the Canyon Pines Homeowners Association (the "Association") which is led by a volunteer Board of Directors (the "Board") consisting of Owners from the community. The Board is assisted by an Architectural Control Committee ("ACC") which reviews applications for exterior changes to homes and landscaping.

The Association owns many Common Areas in the Development including the parks on Great Basin Road and at the intersection of Canyon Pines Drive and Peavine Valley Road as well as many small areas, most of which are located on Peavine Creek and Peavine Valley Roads adjacent to cul-de-sacs. The Association is responsible for the maintenance of these Common Areas.

A community management company handles day-to-day business as well as assisting the Board with enforcement of covenants, conditions, restrictions and rules and regulations under a contract with the Association.

The General Rules in Section D supersede and replace any prior Rules, Regulations, and Guidelines except for the Architectural Rules and Guidelines which were adopted on February 28, 2019 and became effective on April 15, 2019. The Architectural Rules and Guidelines which were adopted on February 28, 2019 and became effective on April 15, 2019 shall remain in full force and effect.

## B. GOVERNING DOCUMENTS AND ENTITIES

The community is subject to the requirements of the Association's Governing Documents, requirements on the recorded Plat/Subdivision Tract Maps (which subdivided the community into Lots, Common Areas, and streets) and applicable federal, state, and local laws.

The Association's Governing Documents include the following:

- Declaration of Covenants Conditions and Restrictions for Canyon Pines and annexations:
  - Declaration of Annexation for Canyon Pines, Phase 2
  - Declaration of Annexation for Canyon Pines, Phase 3
- Nonprofit Articles of Incorporation of Canyon Pines Homeowners Association
- Recorded Subdivision Tract Maps
- Bylaws of Canyon Pines Homeowners Association.
- Rules (which includes the Architectural Rules and the General Rules)
- Policies and Resolutions

Please refer to [canyonpineshoa.org](http://canyonpineshoa.org) for copies of the Governing Documents

### B.1 Covenants, Conditions and Restrictions

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A Declaration of Covenants, Conditions and Restrictions for Canyon Pines was prepared and recorded as restrictions to all of the Lots and Common Areas within the initial phase of the Canyon Pines community by the original developer prior to the first home being sold. Two subsequently recorded annexations to the CC&Rs extended the coverage and authority of the

CC&Rs to all Lots and Common Areas currently in the Development. These annexations also placed additional restrictions on specific Lots. The original declaration together with the subsequent annexations are referenced as the “CC&Rs”.

The CC&Rs are subdivided into numbered ‘articles’ (similar to chapters in a book); those articles are further divided into numbered ‘sections’. The symbol ‘§’ stands for section.

The CC&Rs contain many specific requirements and may generally only be modified by an affirmative vote of at least 51% of all of the Owners (154 of the 301 Lots, excluding any Owners who are not Members in Good Standing). See CC&R section 16.2.

The CC&Rs were filed in the official records of the County Recorder of Washoe County on the following dates with the indicated document numbers:

- Declaration of Covenants Conditions and Restrictions for Canyon Pines, 09/14/2004, Doc #3097720
- Declaration of Annexation for Canyon Pines, Phase 2, 01/09/2006, Doc #3333731
- Declaration of Annexation for Canyon Pines, Phase 3, 06/17/2008, Doc #3660901

## **B.2 Association**

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The Canyon Pines Homeowners Association (“Association”) is a Nevada nonprofit corporation formed by the original developer of the community in 2005. The CC&Rs grant the Association the responsibility and authority for operating and managing the community.

## **B.3 Articles of Incorporation**

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The ‘Nonprofit Articles of Incorporation of Canyon Pines Homeowners Association’ is the document which was filed with the Nevada Secretary of State to create the Association as a legal entity under Nevada law. The Articles were filed on January 27, 2005 as File #C2001-2005-01.

## **B.4 Bylaws**

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The Association’s Bylaws address topics such as membership, good standing, and voting of Owners; authority and responsibilities of the Board and Officers; establishment, powers, and duties of committees; and record keeping and finances. The Bylaws can generally only be modified by a vote of the majority of the Owners. Chapter 116 of the Nevada Revised Statutes overrides many procedures stated in the Bylaws.

## **B.5 Rules**

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The Board has the authority to establish general rules which the Board deems necessary for the occupancy of Lots and the management, administration, and operation of the Association.

The Architectural Control Committee (“ACC”) has the authority to establish (subject to the Board’s approval) architectural rules setting forth the standards, procedures, and guidelines for the ACC’s review of architectural design, placement of structures, color schemes, exterior finishes and materials, and similar features.

Together, the General Rules and Architectural Rules are referred to simply as the “Rules”. Additional information regarding the Rules is presented under the General Rules and Architectural Rules topics which follow.

Requirements under the Rules are in addition to the requirements of the CC&Rs. Only in very limited situations may a rule relieve an Owner of a requirement under the CC&Rs; in such situations the rule will clearly state the specific CC&R requirement(s) from which the rule is relieving an Owner of obligation for compliance. See CC&R section 4.7 (a) Sports Apparatus as an example of a situation where the Board is permitted to establish rules to lessen the restrictions of the CC&Rs.

## **B.6 Policies and Resolutions**

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Policies and Resolutions may be adopted by the Board.

## **B.7 Plat/Subdivision Tract Maps**

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The Development includes the area covered by three Plat/Subdivision Tract Maps:

- Official Plat of Canyon Pines Phase 1, Subdivision Tract Map 4258, filed 09/16/2003, File No. 2921901
- Official Plat of Canyon Pines Phase 2, Subdivision Tract Map 4488, filed 05/31/2005, File No. 3221750
- Official Plat of Canyon Pines Phase 3, Subdivision Tract Map 4628, filed 03/31/2006, File No. 3368948

These maps (“Subdivision Tract Maps”) are the documents which subdivided each of the three phases of the Development into individual Lots. They define the size and location of each Lot, Common Area, and street within the Development and also define easements and additional restrictions on Lots and Common Areas.

The maps were filed in the Office of the County Recorder, Washoe County on the dates and as the file numbers indicated above.

## **B.8 Federal, State, and Local Laws**

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Federal, Nevada, Washoe County, and/or City of Reno laws, rules, and regulations also affect the Development, the Association, the Board, the ACC, and Owners.

## **B.9 Board of Directors**

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The Board of Directors (the “Board”) is the principal governing body of the Association and consists of five Owners who volunteer their time. Board members are elected at the annual Owners’ meetings and serve two-year terms. Vacancies are filled by appointment by the Board.

## **B.10 Architectural Control Committee**

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The Architectural Control Committee (the “ACC”) consists of three Owners who volunteer their time. ACC members are appointed by the Board and have responsibility for reviewing all proposed changes to improvements within the community including:

- Quality of workmanship and design,
- Harmony of exterior design in relation to the nature and character of the Development and existing improvements, and
- Location in relation to surrounding structures, topography, and finished grade elevation.

## **B.11 Community Management Company**

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The Association contracts with a community management company (“Management Company”) which employs Nevada-licensed community managers to assist the Board in conducting the affairs of the Association.

## **B.12 Owners**

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All Owners of Lots within the Development are members of the Association. Owners are entitled to one vote per Lot as long as they remain in good standing.

# C. (RESERVED)

## D. GENERAL RULES

### D.1 General

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#### D.1.1 Effective Date

The following General Rules were adopted by the Board on June 6, 2019 and shall be effective after July 14, 2019. These rules along with the Architectural Rules adopted by the Board on the same date completely supersede all previous Rules in their entirety. These General Rules in Section D supersede and replace any prior Rules, Regulations, and Guidelines except for the Architectural Rules and Guidelines which were adopted on February 28, 2019 and became effective on April 15, 2019. The Architectural Rules and Guidelines which were adopted on February 28, 2019 and became effective on April 15, 2019 shall remain in full force and effect.

#### D.1.2 Amendment; New

General Rules may be amended or promulgated at any time by the Board; such amendments or new rules shall become effective 30 days after amendments or new rules are delivered to the Members.

#### D.1.3 (Reserved)

#### D.1.4 Capitalized Terms

D.1.4.1 Capitalized terms shall have the same meaning as defined in the CC&Rs, or if not defined in the CC&Rs, the meaning defined in the Bylaws, or if not defined in the Bylaws, the meaning defined in these General Rules. See CC&R sections 1.1 through 1.36. The term "CC&Rs" shall include the Declaration of Covenants, Conditions and Restrictions for Canyon Pines and all subsequent annexations.

### D.2 Holiday Decorations and Seasonal Flags

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D.2.1 Reasonable Christmas decorations may only be displayed from the day after Thanksgiving until January 31<sup>st</sup>. Any lighting shall not cause a nuisance or visual impairment to neighboring properties or to passing motorists.

D.2.2 Other reasonable seasonal holiday decorations may only be displayed in the month in which the season starts, or the holiday occurs.

D.2.3 All decorations shall be in good repair; no tattered or torn flags may be displayed.

### D.3 Insurance (Reserved)

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(Reserved)

### D.4 Maintenance

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#### D.4.1 General

Owners shall at all times maintain all Improvements on their Lot in good and attractive condition and repair. In general terms, this means cleaning, restoring, repairing and, as necessary, replacing exterior surfaces and features that have deteriorated or been damaged, including but not limited to, driveways, sidewalks and other ground level surfaces, landscaping and irrigation systems, drainage ways, fences, gates, doors, garages, walls, sheds, gutters, roofs, downspouts,



flag poles, antennas, satellite dishes, lighting, sheds, furniture and decorations. The goal will be at all times to have the Canyon Pines Community perceived as a clean, attractive and well maintained Community.

#### **D.4.2 Driveways**

Driveways must be kept clean and free from oil spots. All spots must be removed within 30 days of notification by the Association.

#### **D.4.3 Fences**

In addition to the general maintenance requirements above, fences must be maintained as follows:

D.4.3.1 All fences must be maintained in good condition with the materials and in the styles and heights as installed by the original home builder, except as described below. Upon notification by the Association, any fence damage must be repaired within 30 days of notification including, but not limited to, missing, warped, or cracked boards and leaning posts and fence sections.

D.4.3.2 Fences which are leaning (not plumb) must be restored to plumb. Any fence leaning more than one and one quarter inches (1.25") over a four (4) foot vertical distance shall require restoration to plumb. Restoration to plumb may require replacement of the fence.

D.4.3.3 See Architectural Rules section C.3.12 Slopes for additional restrictions on 2:1 and 3:1 slopes.

#### **D.4.4 Landscaping**

In addition to the general maintenance requirements above, front, back, and side yards must be kept free from trash, weeds, and other unsightly material. Vegetation must be properly cultivated and neatly trimmed. Vegetation must not encroach on sidewalks, other walkways, driveways, streets, buildings, or other Improvements. Drainage ways and patterns and irrigation systems must be maintained in good, workable condition.

### **D.5 Noise, Nuisance, Unsightly Articles, and Other Offensive Conduct**

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#### **D.5.1 Fires**

No open fires are allowed except in a contained barbecue unit or designated fire pit and such fires must be attended by an adult at all times.

#### **D.5.2 Garbage**

D.5.2.1 All garbage, recyclable materials, refuse, rubbish, trash, and other debris shall be kept in a covered container which is obscured from view of the Common Area, the streets, or any other Lot to a height of six (6) feet except for the time period allowed for trash collection in D.5.2.2 below.

D.5.2.2 Garbage and recycle containers may only be placed on the street for collection from noon on the day before trash collection day until noon on the day after trash collection day.

D.5.2.3 No garbage, recyclable materials, refuse, rubbish, trash, and other debris shall be placed or permitted to accumulate upon any Lot nor odors permitted to arise so as to render any Lot unsanitary, unsightly, or offensive to any other Lot or its occupants.

#### **D.5.3 Outdoor Storage**

D.5.3.1 No storage of wood is permitted unless obscured from view of the Common Area, the streets, or any other Lot to a height of six (6) feet. No storage of other fuel is permitted.

- D.5.3.2 No outdoor storage of machinery, other equipment, or other items are prohibited unless obscured from view of the Common Area, the streets, or any other Lot to a height of six (6) feet.
- D.5.3.3 All items of personal property stored anywhere on a Lot shall be kept screened and concealed from view from the Common Area, public streets and from ground floor windows of other homes.
- D.5.4 Other**
- D.5.4.1 No unsightly article shall be permitted to remain on any Lot so as to be visible from the Common Area, the streets, or any other Lot.
- D.5.4.2 Except when in actual use, all items such as sports equipment, gardening equipment, and maintenance equipment shall be kept in an enclosed structure so as not to be visible from the Common Area, neighboring property or any street within the Development.

## **D.6 Occupancy and Business Use**

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### **D.6.1 Occupancy**

- D.6.1.1 No commune, co-operative or similar type living arrangement is allowed.
- D.6.1.2 See D.8 Rental of Lots.

### **D.6.2 Business Use**

- D.6.2.1 See also both D.7 Pets and D.8 Rental of Lots below.

## **D.7 Pets; Animals**

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### **D.7.1 Types of Animals Allowed**

The only animals allowed in the Development are a reasonable number of domesticated birds, dogs, cats, and aquatic animals within an aquarium; no other animals are allowed within the Development including, but not limited to, reptiles, rodents, livestock, or poultry.

### **D.7.2 Leash or Restraint**

When not confined to a house or yard, animals must be on a leash or other suitable restraint and under the direct control of a responsible person.

### **D.7.3 Animal Waste**

All animal waste must be promptly disposed of in a container. This includes waste in Owners' front, back, and side yards to prevent offending odors.

### **D.7.4 Other**

Also see D.5 Noise, Nuisance, and Other Offensive Conduct.

## **D.8 Rental of Lots**

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### **D.8.1 Transient Commercial Use**

Transient commercial use of any Lot or any portion thereof is prohibited. Transient commercial use shall be defined as any leasing, renting, licensing, or other use of a Lot for less than thirty (30) consecutive days in exchange for any cash or non-cash consideration, and whether such leasing, renting, licensing, or other use is pursuant a written or unwritten agreement.

## **D.8.2 Tenant Information Required**

D.8.2.1 The Owner of a Lot must provide fully completed and signed *Owner Rental Information and Tenant Acknowledgement Forms* (Appendices 6 and 7) to the Management Company, prior to any tenant occupying and/or residing on any Lot.

## **D.9 Signs**

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Owners are prohibited from placing or allowing any signs to be placed within the Development except for the following:

- One sign located in the front yard advertising a Lot for sale. Such sign shall be of the type typically used by real estate agents for residential properties in Reno. Such sign may not exceed 2 feet in width and 2 feet in height and shall not be lighted.
- One small sign with the street number and/or Owner last name(s). Such sign must be approved by the Architectural Control Committee.
- Political signs complying with *Nevada Revised Statutes 116.325. Right of units' owners to exhibit political signs in certain areas; conditions and limitations on exercise of right.*
- Signs required for legal proceedings
- Signs which, by law, cannot be prohibited

## **D.10 Vehicles**

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### **D.10.1 General**

The CC&Rs limit the number and types of vehicles which an Owner or Resident may bring into the Development and limit where those vehicles may be parked. The following Rules do not eliminate or lessen any of the requirements in the CC&Rs. Note: The term "Resident" includes tenants.

### **D.10.2 Number**

An Owner or Resident may only bring in as many full-size vehicles as will fit in the garage plus two additional full-size vehicles.

### **D.10.3 Driveways**

See D.4.2 Driveways.

### **D.10.4 Parking**

Owners and Residents shall only park in their garage or on their driveway and shall not park any vehicle anywhere else in the Development. No more than two vehicles shall be parked in a driveway and only if such vehicles do not protrude into the sidewalk.

### **D.10.5 Garages**

Only one space for a full size vehicle within a garage may be utilized for a purpose other than parking a full size vehicle (for example for storage or as a workshop). Two car garages must be able to accommodate one full size vehicle; three car garages must be able to accommodate two full size vehicles.

### **D.10.6 Prohibited Vehicles**

Owners, Residents, and their guests shall not park any of the following to be visible anywhere in the Development, including in a driveway or public parking area within the Development (such vehicles may only be parked fully within a garage):

- Trailers (including without limitation boat trailers), except that camping/travel trailers may be parked as provided below for Recreational Vehicles.

- Commercial vehicles except for vehicles with a payload capacity of one ton or less which are also used also used for personal purposes. Any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board.
- Trucks or vans with a payload capacity of more than one ton, other than a van reasonably necessary to meet the transportation needs of a disabled person residing on the Lot.
- Dilapidated vehicles
- Unsightly vehicles
- Unlicensed vehicles
- Inoperable vehicles
- Uninsured vehicles

#### **D.10.7 Recreational Vehicles**

D.10.7.1 Recreational vehicles (including motorhomes and camping/travel trailers) and including recreational vehicles belonging to a guest may only be parked in the Development if either:

- Parked fully within a garage
- Parked in a driveway for not more than 48 hours and only if the recreational vehicle does not protrude into the sidewalk. Moving the recreational vehicle for the purposes of preventing application of this provision shall be ineffective and such nominal movement shall not constitute compliance.
- Recurring violations within six months shall be deemed a continuing violation.

D.10.7.2 No vehicle may be used as a residence or living area while parked within the Development.

#### **D.10.8 Repair of Vehicles**

D.10.8.1 Servicing or repairing a vehicle in a driveway, street, or parking area is prohibited.

D.10.8.2 Any inoperable vehicle left unattended for more than 48 hours may be towed at the expense of the registered owner.

### **D.11 Violations and Enforcement**

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The Association maintains a separate *Assessment and Fine Collection Policy* and is included as E.1.

#### **D.11.1 Enforcement Procedures**

When enforcing the Governing Documents via a fine or suspension of membership privileges, the Association shall proceed as set forth below, except for an alleged violation that poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the Owners and Residents (“HSW Violation”) the Association may proceed directly to hearing.

##### D.11.1.1 Courtesy Notice

As it is the intent of the Board to give an Owner reasonable opportunity to cure any alleged violation before imposing a fine or other sanction, the Association will send an initial courtesy notice (“Courtesy Notice”) along with a correction response form (“Response Form”) when an alleged violation has been observed or reported to the Association. The Courtesy Notice will be mailed to the Lot address and, if different, to the mailing address on record with the Association. Even if the Owner has submitted an electronic address, the enforcement process requires notice by USPS. The Courtesy Notice shall include (1) written details of the alleged violation, including the applicable provisions of the Governing Documents that form the basis of the violation, (2) a proposed cure, (3) a reasonable time to cure the alleged violation, (4) the amount of any fine or construction penalty that may be imposed as a result of the failure to cure the violation, and (5) a photograph, if possible, of the alleged violation. The Response Form must be returned to the Association on or before the time allotted to cure the alleged violation expires and must identify the corrective action taken.

##### D.11.1.2 Hearing Notice

If the Owner fails to return the Response Form or fails to take any corrective action within the timeframe specified in the Courtesy Notice, then the Board shall send, to the same addresses as the Courtesy Notice, the Owner a notice of hearing (“Hearing Notice”) not less than 10 days prior to the hearing, which shall include the same information as the Courtesy Notice and shall set the date, time, and location of the hearing. Upon receipt of a Hearing Notice, the Owner must take one (1) of the following actions:

- Cure the violation and notify the Board in writing prior to the hearing that the violation has been cured, and identify what corrective actions were taken;
- Execute and deliver a written waiver of his or her right to a hearing;
- Attend the hearing either in person, by telephone or other electronic means which allows the Owner to hear and be heard; or
- Provide written information for the Board to consider in lieu of attending the hearing.

#### D.11.1.3 Hearing Attendance

If the Owner does not attend the hearing after the Association has given the required notice and does not provide any other information to the Board regarding the violation, the Board will make a decision on the violation based on the information in its possession.

#### D.11.1.4 Hearing Procedures

If the Owner chooses to attend the Hearing, he or she may present any evidence regarding the violation, including testimony of witnesses. If the Owner intends to present documents, photographs or other materials, he or she should provide enough copies for the Board to review. Alternatively, the Owner may email or deliver a copy of his or her written material to the Management Company at least 3 days in advance of the scheduled hearing and the Management Company will deliver copies to the Board. An Owner may be represented by legal counsel at the Owner’s sole cost and expense. If the Owner’s attorney will be attending the hearing, the Owner must give the Association 72 hours’ notice so it may arrange for the Association’s attorney to attend as well. Unless the Owner makes a written request for an open hearing, the Board will conduct violation hearings in executive session pursuant to any current NRS 116 requirements, affording the Owner a reasonable opportunity to be heard. The Board shall have the right to reasonably limit the duration of the hearing. Within 30 days of the hearing, the Association shall mail a letter to the Owner specifying the Board’s decision on the existence of a violation and the imposition of a fine or other sanction (“Hearing Outcome Letter”).

#### D.11.1.5 Fines/ Construction Penalties

At the hearing, the Board may impose fines and/or construction penalties in an amount commensurate with the severity of the violation and determined in accordance with the Governing Documents. If the violation poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the Owners or residents (“HSW Violation”), there is no cap on the amount of the fine which may be imposed. The amount of the fine must be commensurate with the severity of the violation. If the violation is not an HSW Violation, then the Board may impose a fine of up to \$100 and/or a construction penalty in the amount of \$50 for each violation based on the severity of the violation, up to a total amount of \$1,000, whichever is less. The limitations on the amount of the initial fine or construction penalty do not apply to continuing violation fines or to any charges or costs that may be collected if the fine becomes past due. Fines and construction penalties are due and payable on the date specified in the Hearing Outcome Letter. Fines are an Enforcement Assessment.

#### D.11.1.6 Additional Fine/Construction Penalty for Continuing Violation

If a fine and/or construction penalty is imposed and the violation is not cured within 14 days, or within any longer period that may be established by the Board in its Hearing Outcome Letter, the violation shall be deemed a continuing violation. Thereafter, Board may impose an additional fine/construction penalty for the violation for each 7-day period or portion thereof that the violation is not cured. These additional fines/construction penalties may be imposed without providing the opportunity to cure the violation and without further notice and hearing.

#### D.11.1.7 Other Penalties for Non-Compliance.

The Association’s remedies to address violations are cumulative. Therefore, in addition to levying fines and/or construction penalties, the Board may also suspend an Owner’s membership privileges including the right to vote

and the right to use the Common Area (but not vehicular or pedestrian access to and from the Unit, including any areas used for parking). The Association may also bring an alternative dispute resolution claim or file a civil action for monetary damages or injunctive or declaratory relief. The Association may also enter onto a Lot or Limited Common Element to abate a nuisance as provided in NRS 116.310312 or to make repairs as provided in Article 7, Section 7.4 of the CC&Rs and charge the cost of such work as a Reimbursement Assessment.

D.11.1.8 Liens and Foreclosure for Unpaid Fines/Construction Penalties

The Association may record a notice of claim of lien against a Lot for unpaid fines/construction penalties. The Association may foreclose a lien for unpaid fines if the fines were imposed for an HSW Violation and for construction penalties. The Association may also include as part of the fine any costs incurred by the Association during a civil action to enforce the payment of a past due fine.

## **E. (RESERVED)**

# F. APPENDICES

**Guidelines, etc.**  
(reserved)

**Forms:**

- 1 - 5. (reserved)
- 6. Owner Rental Information Form
- 7. Tenant Acknowledgement Form

# Canyon Pines Homeowners Association

## Appendix 6: Owner Rental Information Form

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**Owner:**

Name(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Phone(s): \_\_\_\_\_

**Tenants (named on the lease or rental agreement):**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**Members of Tenants' Household:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

I, the undersigned owner of the above identified property, represent that the rental of the property is pursuant to a written rental agreement which expressly provides (i) that it is subject to all of the provisions of the Governing Documents, (ii) that the tenants shall comply with all provisions of the Governing Documents, (iii) that any violation of any provisions of the Governing Documents shall constitute a breach and default of the terms of such rental agreement, and (iv) that the rental is for the entirety of the property.

I, the undersigned owner of the above identified property, shall be strictly responsible and liable to the Association for the actions of such the tenants in or about all Lots and Common Area and for each tenant's compliance with the provisions of all Governing Documents. I represent that I have provided the tenants with copies of the Governing Documents including all amendments thereto and will promptly provide the tenants with copies of any and all future amendments thereto.



I, the undersigned owner of the above identified property, agree to and shall indemnify and defend the Canyon Pines Homeowners Association (the "Association"), its officers, directors, managers, and agents and shall hold them harmless from any cost, loss, claim, or damages of any kind, including but not limited to attorney's fees arising out of the conduct or presence of the occupants of the Lot upon the Development, including any such arising or alleged to have arisen out of the enforcement or nonenforcement by the Association of the Governing Documents against such occupants. Without limiting the generality of the foregoing, all costs, including attorney's fees incurred by the Association to enforce the Governing Documents against such occupants, including eviction as provided herein, shall be reimbursed to the Association by the Owner and may be assessed by the Association as a Reimbursement Assessment.

I, the undersigned owner of the above identified property, understand that all capitalized terms in the above paragraphs shall have the same meaning as in the recorded Declaration of Covenants, Conditions and Restrictions for Canyon Pines.

Owner  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Canyon Pines Homeowners Association

## Appendix 7: Tenant Acknowledgement Form

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Tenant

Name(s): \_\_\_\_\_  
\_\_\_\_\_

Property Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Phone(s): \_\_\_\_\_

I, the undersigned tenant of the above described property, hereby acknowledge that I have received from the owner of the property the following Governing Documents of the Canyon Pines Homeowners Association:

- Canyon Pines Homeowners Association Rules (which includes Architectural Rules and General Rules)
- Declaration of Covenants Conditions, conditions and Restrictions for Canyon Pines and annexations:
  - Declaration of Annexation for Canyon Pines, Phase 2
  - Declaration of Annexation for Canyon Pines, Phase 3
- Nonprofit Articles of Incorporation of Canyon Pines Homeowners Association, and
- Bylaws of Canyon Pines Homeowners Association.

I, the undersigned tenant of the above described property, further acknowledge that I have read and understand such Governing Documents and I agree to abide by such Governing Documents.

Tenant

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant

Signature: \_\_\_\_\_ Date: \_\_\_\_\_