

RESOLUTION OF THE BOARD OF DIRECTORS OF CASOLEIL
HOMEOWNERS' ASSOCIATION

**Casoleil Homeowners Association Rules and Regulations with
Fine Schedule**

BE IT RESOLVED that at a duly noticed and conducted meeting of the Board of Directors of Casoleil Homeowners Association (the Association"), held on the 29th day of June, at which a quorum was present, the following resolution was adopted:

Whereas, Casoleil Homeowners Association Board of Directors may adopt rules and regulations as it deem proper for the use and occupancy of the Association property. A copy of the rules and regulations will be mailed to all owners and will be fully enforceable after 30 days.

Whereas, Casoleil Homeowners Association Board of Directors intent of this policy is to be applicable to all homeowners of the Association.

Whereas, **Article III Use Boundaries, Use restrictions, Maintenance Obligations and Private Easements** allow for the following **Rules and Regulations**:

Now, therefore Be it resolved that the following Rules and Regulations for Casoleil Homeowners Association be established:

Guidelines and Procedures

1. **Violations:** of the Association's CC&Rs may be reported by a homeowner, as a complaint, or established by management or the Board of Directors upon inspection of the property.
2. **Complaints:** A Complaint from a homeowner must be in writing and sent to the management office by regular mail or email. A homeowner complaint will be followed up by a visual inspection.
3. **Inspections:** Management and a Board representative will conduct periodic property inspections.
4. **Courtesy Notifications:** will be sent advising homeowners of violations of the governing documents. Homeowner will be requested to respond within **10 days** of the date of the Courtesy Notice of corrective action to be taken as outlined in the letter.
5. **Formal Notice:** If the homeowner does not respond to the courtesy notification within 10 days of the date of the Notice, and the violation is not cured a **Formal Notice** will be sent to the homeowner giving them **14 days** to cure the violation advising them that a hearing will be set and a fine issued.
6. **Notice of Hearing:** If the homeowner **does not cure** the violation or **does not respond** to the Board of Directors in regard to the Formal Notice, **a hearing will be scheduled** before the Board of Directors for determination of action to be taken by the Board of Directors and for the issuance of fines if warranted.

7. **Hearing:** After Formal Notice of violation, the **homeowner fails to come into compliance** with the governing documents of the Association; the Board will set a hearing for the purpose of issuing fines. If the **homeowner fails to appear** for the scheduled hearing, he/she has waived their right to a hearing and fines will be issued in accordance with NRS 116 and this policy until such time as the violation is cured. If the violation is not cured within 14 days after the hearing, it will be considered a continuing violation and a fine will be issued every seven days until such violation is cured.

If after the hearing the Board still determines a violation of the governing documents exists, the homeowner will pay outstanding fines and shall have another 7 days to cure the violation, or a longer period of time as determined by the Board of Directors. Failure on the part of the homeowner to comply will necessitate board action to correct the violation and charge back the homeowner. If said fine and billing for correction are not paid, the Board shall have the right pursuant to Section 7, to enforce the collection of the full assessment and all charges thereon in any manner authorized by law in the Declaration.

If the homeowner does not agree with the Board's decision, they may now request mediation through the Ombudsman's Office at their expense in accordance with NRS 116.

The Association will maintain a general record of each violation of the governing documents, other than a failure to pay assessments, for which the Board has imposed a fine or other sanction as provided in NRS 116.

Fines: Fines are set forth herein in accordance with NRS 116.

Article III Section 3.2 Residential Use

No Unit shall be improved or used for any purpose other than single family residential use.

Article III Section 3.3 Improvements and Alterations: Architectural Control

No improvement, construction, repair, excavation, fill, removal of rocks, shrubs or natural vegetation, or other work that alters the land or the exterior appearance of any Improvement or any Unit in any manner shall be made, done or permitted to be done unless approval therefore is first obtained from the Architectural Control Committee in accordance with the Declaration and the procedures established by the Architectural Committee Rules, and from the appropriate governmental authority, if required.

Article III Section 3.5 Appearance of Unit

Each Owner shall keep his Unit and the Improvements thereon in a clean and attractive condition. Any patio or balcony areas shall not be used for storage of items. Including but not limited to firewood, boxes, bicycles and any other unsightly items. No plastic, aluminum foil, bedroom sheet or other unsuitable coverings may be placed in or on the windows.

Article III Section 3.6 Garages: Parking Restrictions

3.6.1 Parking Each Owner shall park only in parking areas or spaces as designated by the Rules and Regulations from time to time, and in accordance with such Rules and Regulations. At no time shall parking be allowed along or on the private streets within the Community. Parking by commercial vehicles for the purpose of making deliveries shall be permitted in accordance with the Rules and Regulations. Parking spaces shall be used for parking fully operational automobiles only, and shall not be converted for other storage or recreational activities. No owner shall park, store or keep within the Property any inoperable or commercial type vehicle (including, but not limited to, any dump truck, cement mixer truck or delivery truck) unless said inoperable or commercial vehicle can be stored in a

garage. No Owner shall park, store or keep any recreational vehicle (including, but not limited to, any camper unit, house/car or motor home); any bus, trailer, trailer coach, camp trailer, camper truck, boat, aircraft or mobile home; or any other similar vehicle, unless the recreational vehicle is not visible from the front of the Unit or from neighboring property. The above excludes camper trucks and similar vehicles up to and including one (1) ton when used for everyday-type transportation and subject to approval by the Board. No Owner shall park, store, or keep anywhere within the Property any vehicle or vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Board. Parking spaces which are designated as visitor parking by the Board are for the sole use of visitors and guests only, and may not be used by Owners.

Guest Parking further defined: A guest (visitor) may park in guest parking for a combined total of 5 days in each calendar month. If a resident of Casoleil will have a visitor that needs to use a space for more than 5 days in the calendar month you must obtain a parking pass from the office or the vehicle may be towed.

Section 3.6.2 Garages Garages shall be used exclusively for the parking of vehicles. Ordinary household goods may be stored in addition to vehicles provided that: (a) no flammable, dangerous, hazardous or toxic materials shall be kept, stored, or used in any garage, (b) doors to garages shall be kept fully closed at all times except for reasonable periods during the removal or entry of vehicles or other items there from or thereto, and (c) no vehicle shall be parked outside of the garage because or as the result of any such storage. Owners understand and acknowledge that their respective garages are or may be located directly below one or more Units and, by acquisition of title to a Unit, shall be deemed to covenant not to violate any "quiet hour" restrictions or rules, or any other noise, nuisance or vibration provisions of this Declaration or the Rules and Regulations. No garage may be used as a dwelling. No animal shall be housed or kept in any garage.

Article III Section 3.7 Trailers, Boats, and Motor Vehicles

There shall be no storage of recreational vehicles or boats within the Community, except within spaces specifically provided for such purpose. The Association shall have the right to direct the removal of vehicles improperly parked on the Common Elements pursuant to NRS 487.038. No boat, truck, trailer, camper, recreational vehicle, or tent shall be used as a living area while located on the Community.

Article III Section 3.9 Sports Equipment

No basketball standard, whether fixed or portable, or other fixed or portable sports apparatus shall be erected or attached to any structure in the Community, unless approved by the Architectural Committee.

Article III Section 3.10 Machinery and Equipment

No machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any Unit except such machinery or equipment as is usual and customary in connection with and during the use, maintenance, or construction of a residence or other structure. No equipment for air conditioning, heating, fuel storage or other uses shall be installed or maintained outside of or protruding through the walls, windows, or roof of any building in the Community.

Article III Section 3.11 Barbecues

There shall be no exterior fires except barbecue fires contained within receptacles designed for such purpose or outside fireplaces approved by the Architectural Committee and then only in accordance with applicable laws and ordinances.

Article III Section 3.12 Animals

No animals, fowls, reptiles, poultry, fish or insects of any kind ("animals") shall be raised, bred or kept within the Property, except that a reasonable number of dogs, cats or other household pets may be kept

within a residence, provided that they are not kept, bred or maintained for any commercial purpose, nor in unreasonable quantities, nor in violation of any applicable local ordinance or any other provision of this Declaration and such limitations as may be set forth in the Rules and Regulations. "Unreasonable quantities" shall mean more than two (2) pets per household. Dogs may not exceed forty pounds (40) in weight. No animal shall be permitted outside of the Unit of the Owner unless the animal is under the control of a responsible person by means of a leash or other restraint. Such person shall immediately clean up and remove any feces or other matters left by such animal.

Article III Section 3.13 Garbage and Refuse Disposal

There shall be no exterior burning of trash, garbage or other refuse upon any portion of the Community, nor shall any Owner accumulate on or about such Owner's Unit any litter, refuse, or garbage, except in receptacles provided for such purposes in locations designated by the Board. On regularly scheduled days for pickup containers may be placed in customary locations for pickup for a period not to exceed **twelve (12) hours**.

Article III Section 3.15 Exterior Sound Devices

No exterior speakers or other sound devices except security devices used exclusively for security purposes shall be located, used, or placed on a Unit or Improvement without the prior written approval of the Architectural Committee.

Article III Section 3.16 Fences, Etc.

No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the Community except those that are installed in accordance with the original construction, their replacements, or as are authorized and approved by the Board.

Article III Section 3.17 Outside Installations

No clothes line, television antennas, satellite dishes, wiring, installation of air conditioning or solar heating equipment, or other equipment of any kind shall be installed on the exterior of the building or be allowed to protrude through the walls, the windows, the roof of any building or the balconies unless the prior written approval of the Board is secured.

Article III Section 3.18 Outside Drying and Laundering

There shall be no exterior drying or laundering of clothes or other items on balconies patios, porches or other areas.

Article III Section 3.19 Signs

No sign, poster, bill board, advertising device or other display of any kind shall be displayed without the approval of the Architectural Committee, except the Owner or resident may place one(1) customary 18" X 24" for sale sign from the inside of the Unit.

Article III Section 3.20 Antennae, Solar Panels

No pole, flagpole, mast, solar panel, satellite dish, receiver, or other outdoor antenna or related device shall be allowed on any Unit without the prior written consent of the Architectural Committee. However any Owner is entitled to display the flag of the United States, in a manner that is consistent with the Federal Flag Code.

Article III Section 3.22 Nuisances

No rubbish or debris of any kind shall be placed or permitted to accumulate in the Community and no odors shall be permitted to arise from the Community so as to render any portion of the Community unsanitary, unsightly, offensive or detrimental to any other portion of the Community or its occupants. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Community so as to be offensive or detrimental.

Fine Schedule As Follows for: 11.17, 11.6, 11.10, 11.3, 11.2

Courtesy Letter	\$0
First Violation	\$25
Second Violation	\$50
Third Violation	\$75
Fourth and all future notices	\$100

IN WITNESS WHEREOF, the said Board of Directors has caused this Resolution and Policy to be signed by its President and Secretary, this 29th day of June, 2006 and direct it's distribution to all homeowners.

CASOLEIL HOMEOWNERS ASSOCIATION

By: _____
Board President

By: _____
Board Secretary