

RULES AND REGULATIONS

PRESCOTT PARK

COMMUNITY ASSOCIATION

Revised April 28, 2016

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INTRODUCTION:

These rules have been established to serve as comfortable guidelines for enjoying the Prescott Park Community without infringing upon the rights and common benefits of all owners.

In maintaining the quality of community, observing and enforcing these rules and regulations is the responsibility of each owner, resident, tenant, and guest.

The rules and regulations are issued by the Board of Directors as authorized by the Declaration of Restrictions (CC&Rs). All Homeowners have been given copies of the Bylaws and the CC&Rs of Prescott Park Community Association. Homeowners are urged to read these documents carefully since they set forth, in complete and detailed form, the rights duties and obligations of each owner.

Although these Rules and Regulations support the CC&Rs, they do not cover the entire document. Please read these rules carefully and be sure your family, guest, and tenants understand the rules fully. If there are any questions, or if you do not have copies of the Association's documents, please contact the community manager.

ANIMALS:

1. The Board can prohibit the keeping of any animal that constitutes, in the reasonable opinion of the Board, a nuisance to any other owners.
2. Any litter deposited by pets on lawns, sidewalks, paths, or other common areas must be removed immediately by the owner of the animal.
3. Residents are responsible and liable for any personal injury or property damage caused by their pets.
4. No household may keep more than four ordinary pets
5. All pets must be kept within an enclosure, an enclosed yard, or on a leash held by an individual capable of controlling the animal at all times.
6. No animals of any kind shall be raised, bred, or kept for any commercial purpose on any lot. Livestock, poultry, or farm animals are strictly prohibited.
7. Residents who are disturbed by a Homeowner's pet, are urged to first contact their neighbor. If this effort does not resolve the issue, file a written complaint with the Association and/or contact the Animal Control Department.

COMMON AREAS:

1. Each Homeowner is liable to the Association for any damage to the common area landscaping or equipment that is sustained by the negligence or misconduct of the Homeowner, the Homeowner's family, tenants, and guests.

2. Residents can help the overall maintenance of the common areas by reporting any problems to the community management company.

GARAGE SALES:

1. Garage sales are limited to no more than two (2) per household, per year as scheduled by the Association.

CONSTRUCTION / MAINTENANCE HOURS:

1. Construction/maintenance on any lot is limited to the hours of 8:00 AM to 5:00 PM, Monday through Friday, and 9:00 AM to 5:00 PM on Saturday and Sunday.

NOISE CONTROL:

1. Residents are asked to be considerate of those living near to you and to keep noise levels as low as possible. Nothing that disrupts the tranquility of Prescott Park or interferes with the quiet enjoyment of other residents shall be permitted.

SECURITY AND REALTY SIGNS:

1. A maximum of one (1) security sign is permitted in the front yard
2. Security signs may not exceed 8”x 8” and placed no more than three (3) feet away from the house and no more than three (3) feet above the foundation level.
3. Two (2) additional 4”x 4” security decals may be attached to the windows of the house.
4. One (1) temporary realty sign advertising a home for sale may be located on the front yard of the property that is for sale.
5. Realty signs must be professional quality and weather resistant material
6. Realty signs may not exceed 18”x 24”. “Sold” signs may not be displayed for more than thirty (30) days after the sale of the home.

TIME SHARING, RENTAL REQUIREMENTS, AND COMMERCIAL USE:

1. No time-sharing is permitted.
2. All Homeowners must provide their tenants with a copy of the Rules and Regulations.
3. All tenants must comply with the Rules and Regulations, Bylaws, Architectural Guidelines, and the CC&Rs of Prescott Park. Homeowners are responsible for their tenants and guests.

4. No unit shall be used for any other purpose than single family or residential

TRASH REGULATIONS:

1. Residents are responsible for picking up their trash if it is spilled, blown, or otherwise deposited onto a common area, and disposing of it in a property container or receptacle.
2. No trash or debris is to be left in any area that is visible to others from walkways, decks, patios, common areas, or streets.
3. Trash containers must be covered and kept in a sanitary condition. When not in use, containers must be stored out of public view.
4. Trash containers may be placed by the curb for pickup the night before pickup and must be removed from the curb and stored out of sight by the end of the day of pickup.

VEHICLE AND PARKING REGULATIONS:

1. Remember that there are children at play, that this is a residential area. **Observe posted speed limits.**
2. Garages must be maintained to house at least one (1) vehicle in two-car garage and at least two (2) vehicles in a three-car garage. Vehicles are to be parked in the garage before parking in the driveway or on the street in front of resident's property.
3. Vehicles must be parked in the garage of home if possible. Parking on driveways and streets is only permitted for excess operational vehicles. Inoperable vehicles or vehicles without a current or valid vehicle registration are not to be stored in the driveway or street, they must be stored out of public view.
4. All vehicles in the community must have current vehicle registration and be maintained in an operable condition. Inoperable vehicles or vehicles without a current or valid vehicle registration need to be stored out of public view
5. Vehicle permits are required for all vehicles parked within the Prescott Park community. Permits are assigned and registered to each homeowner's vehicle. Permits can be obtained from the Management Office by completing the vehicle permit registration form. Residents need to contact management to request a guest pass for visiting guests that will be on property overnight or for more than 24hrs.
6. Vehicles parked in red curb areas are subject to immediate towing at the owner's expense, the purpose behind immediate towing of vehicles in these areas is to allow continuous access for emergency vehicles.
7. No inoperative vehicle of any kind or type, including vehicles with flat tires and unregistered vehicles, shall be allowed to stand on or within any street, parking area or any portion of the Community for more than twenty four (24) hours. Those vehicles will be tagged, and subject to tow.

8. No vehicle shall be parked in such a manner as to impede or restrict the normal flow of street traffic. All vehicles within a cul-de-sac and or street must park with the direction or flow of traffic. Vehicles cannot be parked so as to block any driveway.
9. Parking on front yard landscaping or rockscape areas is prohibited
10. No boat, camper, recreational vehicle; trailer, van, or motor vehicle of any type other than a standard automobile may be stored or parked on any lot other than in the garage, except temporarily for the purpose of loading and unloading and for a period not to exceed **twenty four (24)hours.**
11. No owner shall park, store or keep anywhere in the property any large commercial type vehicle. Commercial vehicles used for personal transportation and able to be parked within the homeowner's garage or properly parked within the space of the homeowner's driveway are permitted. EXCEPTION: 24 hr Emergency response vehicles are permitted in the community in compliance with Nevada Revised Statutes. A written statement from the resident with the need for the Emergency response vehicles to be parked in the community and containing a description of the vehicle must to be submitted to the Management Office prior to parking of the vehicle in the community.
12. No vehicle or other equipment may be dismantled, repaired, or serviced on any lot except in the garage. **Leaks from vehicles in the street and on driveways must be cleaned up within twenty-four (24) hours.**
13. No vehicle shall park on the curbs and/or sidewalks of any street. Any damage caused to any curb and/or sidewalk by any vehicle, the owner of such vehicle will be responsible for the repair and/or replacement of damaged area.
14. The Board of Directors shall have the right to have any vehicle tagged (warning notice) for violation of these rules. If vehicle remains in violation, it will be subject to tow after 48 hours at the sole expense of the owner of the vehicle or equipment, unless otherwise approved by the Board of Directors.
15. When and where applicable, the foregoing shall apply to all tenants, guests, vendors, invitees of residents and to all persons while upon the property of the Prescott Park Homeowners Association.

YARD AND LANDSCAPING REQUIREMENTS:

1. Landscaping must be kept neatly trimmed, properly cultivated, and continuously maintained.
2. Each Homeowner is responsible for maintaining the slope banks located on their lots in a manner that will not damage or interfere with established slope ratios, or create erosion or sliding problems. An exception applies to those slope lands maintained by the Community Association.

OWNERS RESPONSIBILITY TO MAINTAIN HOME

1. Each Homeowner shall maintain all portions of and all improvements situated on their lot in good condition and repair, including the paint and exterior structure of the home as to maintain the home in a neat and attractive manner, and to maintain an appearance consistent with the overall look and design of the community. Property maintenance responsibility also includes maintaining any grass areas, hedges, shrubs, vines, plants and other landscaping of the homeowners property in a neat and attractive manner. No personal items, equipment, or any trash or debris to be left in or stored in the front landscape of the home or on the sides of the property so as to be visible from the street. Any exterior modifications to the homeowner's lot visible from the street or an adjacent home require the prior submittal and approval of an Architectural Request Change form prior to the beginning of any work to modify the property.

PORTABLE BASKETBALL HOOPS AND OTHER TEMPORARY APPARATUS:

1. The portable hoops and net/apparatus must be maintained in good condition and shall not become an eyesore.
2. When not in daily use, the hoop/apparatus must be stored out of sight.
3. Hoops/apparatus may not be used in such a manner that infringes upon neighboring lots or damages their landscaping or property. Owners using portable hoops/temporary apparatus assume the sole responsibility for any damage such use causes to the property of others for the Association.
4. Homeowners who use portable basketball hoop/temporary apparatus shall not permit their use to create a nuisance. Hours of use must be reasonable and confined to the hours between 9:00 AM to Dusk.
5. Should the Board of Directors determine that use of portable basketball hoop/temporary apparatus is creating a nuisance or is not in compliance with these rules, it may prohibit the continued use of the hoop/apparatus, fine the Homeowners, or take such action as the Board deems appropriate and necessary.

HOLIDAYS:

1. The acceptable time frame for winter holiday decorations is November 25th until January 10th. All other holiday decorations must be displayed no more than ten (10) days prior to the day of the holiday and must be removed within five (5) days after the holiday. All decorations must be installed and removed accordingly.
2. All holiday lighting must have "UL" or comparable rating. Outdoor lights must be designed for outdoor use.

3. Lights and other decorations should be displayed around window areas or along railings, and must be installed with removable tape or plastic clips that will not damage the mounting purpose.
4. Do not place holiday decorations on any tree, plant, shrub, or bush in any Common Area.
5. Residents must make every effort to ensure that lights, particularly blinking lights or very bright lights, do not disturb other residents. Any disturbance caused by lighting or other decorations must be immediately rectified.
6. Residents must make every effort to avoid damage to Common Area, including holes (however small), tape marks, abrasions, paint removal, etc. in an effort to avoid costly repairs that must be paid for by the Association, the Board will inspect holiday decorations both at the time they are installed, as well as after they are removed. Homeowners will be held strictly responsible for any damage resulting from holiday decorations.
7. **Illegal fireworks are strictly prohibited from be ignited anywhere in the community at any time. They are a safety and fire hazard. Absolutely NO FIREWORKS are permitted in the park area, on community streets, or in the backyards of community homes. If you are witnessed setting off illegal fireworks, the authorities will be contacted and any damages caused will be at your expense. You are subject to fines by the Association for illegal fireworks use or for use of any fireworks in any common area of the community including the streets.**

USE OF DRONES/UAV'S OR SIMILAR DEVICES IN THE COMMUNITY

1. Use of drones or similar devices should be limited to a manner that does not violate the privacy of other community residents. Use is limited to areas designated for the use of these devices, the owner's property, or the common areas of the community. Drones/UAV's or similar devices are not to be flown over other resident's properties. Drones/UAV's or similar devices need to be controlled in a safe manner and kept under the control of the owner/user. The Association is not responsible for any damage caused by a resident's use of a Drone/UAV or similar device. The owner/user is responsible for any damage that may occur to property in the Association from the use of Drones/UAV's or similar devices.

GAZEBO USE AND RENTAL:

1. The Prescott Park Gazebo is available for rental to Homeowners. A One Hundred Dollar (\$100) deposit is required, which will be refunded upon approval of the Board of Directors.

2. Rentals to non-owner residents must submit a request to use the Gazebo through the property owner. The Board of Directors must receive a written request from the owner. Both Owner and Board of Directors reserve the right to approve or disapprove such request.
3. A rental reservation must be made at least 15 days in advance of rental by written request to the management company.
4. Any use of the Gazebo Area for a group function or event with a total number of persons participating of 10 or more requires the submittal prior to the function or event of a gazebo area rental reservation application
5. Rental is for the Gazebo only. The park area cannot be excluded to other Prescott Park residents.
6. The party renting the Gazebo must be in attendance at the Gazebo at all times while it is in use.
7. Rental hours are: Monday through Sunday 7:00 AM to 10:00 PM
8. The renter is responsible for all clean up and removal of all trash to the homeowner/renters property.
9. Cost of repairs/replacements (including cost of labor and materials) due to negligence, misuse or misconduct will be the responsibility of the renter.
10. Anyone falsely renting the Gazebo in their names for someone who is not a homeowner or resident of Prescott Park will forfeit the deposit.
11. The Board of Directors or its agent has the right to refuse rental, cancel a rental, or close down any rental activity in progress, which deems inappropriate or detrimental to the welfare and safety of the Prescott Park Community and its residents.
12. A designated Board member or the Community Management Company will refund the rental deposit only after an inspection of the facilities.
13. Deposit must be made to the management company at least 10 days before usage.
14. Any large play equipment to include, but not limited to, inflatables provided by the property owner or community resident for the reserved function or event requires a signed liability waiver submitted with the gazebo area rental reservation application.

GATE KEY REPLACEMENT:

1. Pedestrian gate keys shall be replaced at \$25.00 per

**FORMAL COMPLAINT FOR CC&R'S, RULES AND REGULATIONS, POLICIES,
AND/OR DESIGN GUIDELINES FOR VIOLATIONS**

DATE: _____

1. PERSON MAKING REPORT

NAME: _____

ADDRESS: _____

PHONE: _____

2. DESCRIPTION OF VIOLATION

DATE: _____ TIME: _____

LOCATION: _____

DESCRIPTION OF VIOLATION: _____

3. VIOLATOR'S INFORMATION

NAME (IF HAVE): _____

ADDRESS (REQUIRED): _____

4. WITNESS (IF ANY OTHER THAN YOURSELF)

NAME: _____

ADDRESS: _____

PHONE: _____

Return to the Management Company via fax, email, or US Mail.