

**RULES AND REGULATIONS**  
**FOR**  
**THE FLAMINGO PALMS**  
**VILLAS**  
**CONDOMINIUMS**  
**2016**

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These Rules and Regulations for THE FLAMINGO PALMS VILLAS CONDOMINIUMS are hereby implemented to supplement the restrictions contained in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for the Flamingo Palms Villas Condominiums.

1. **Definitions**

All capitalized terms not otherwise defined in these Rules and Regulations shall have the same meanings ascribed to such terms in the Declaration.
2. **Applicability**

The Rules and Regulations shall govern the conduct and activities of and be binding upon all Owners, each Owner's family, household members, guests, employees, invitees, lessees and/or guests of any of the foregoing ("Governed Individuals"). Every Governed Individual shall comply with these Rules and regulations and any other rules and regulations which from time to time may be adopted by the Board and provisions of the Association Governing Documents. Each Owner is responsible for any violations of these Rules and Regulation by a Governed Individual who is a family member, household member, guest, employee, invitee or lessee of such Owner.
3. **Enforcement**
  - 3.1 **Damage paid by Owner**

Any expenses or costs incurred by the Association due to any breakage or damage caused by the misuse of the Building or Common Elements by any Owner, or its guest, employees, agents, invitees or visitors, resulting from a violation of these Rules and Regulations shall be the sole cost and expense of the Owner.
  - 3.2 **Actions the Board May Take**

These Rules and Regulations shall be enforced by the Board or a committee designated by the Board in accordance with the notice and hearing provisions set for the in the Bylaws. If a governed Individual does not comply with these Rules and Regulations, the Board may take any or all of the following actions: (i) levy a Special Assessment; (ii) suspend an Owner's voting privileges as an Owner, (iii) enter upon a Unit to make necessary repairs, or to perform maintenance which, according to the Declaration, is the responsibility of the Owner of such Unit; (iv) lien the Unit; (v) suspend of condition the of said Owner and/or other Governed Individual to use any recreational facilities in the Condominium Project; or (vi) charge the Owner for any maintenance performed upon his or her Unit.



**4. Reporting of Violations**

An may report a violation of these Rules and Regulations or the Association Governing Documents in writing to the Board or any person or committee designated by the Board, which writing sets forth: (i) the alleged violations; (ii) the name of the Governed Individual who allegedly committed the violation; (iii) the name of the Owner who is responsible for the violation; and (iv) the name, address and phone number o the person making the complaint.

**5. Use of the Units and Common Elements**

**5.1 Noise**

There shall be no disturbing noises in or about the Common Elements which would interfere with the rights, comforts or conveniences of an Owner or person lawfully using such Common Elements or a Unit. There will be no playing of any musical instruments, or audio or visual equipment in a Unit or on or about the Common Elements in such a manner as to disturb or annoy other residents. Any use of audio or video equipment in the common areas will be for the sole purpose of the individual operating it and a personal listening device will be employed i.e. headphones.

**5.2 Odors**

No noxious or unusual odors be generated in such quantities that they permeate to other Units and becomes annoyances or become obnoxious to another Owner or resident. Normal cooking odors, normally and reasonably generated, shall not be deemed violations of this regulation.

**5.3 Flammable Materials**

No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit or on the Common Elements except as are normally used for household purposes.

**5.4 Alcohol**

The consumption of alcohol is not permitted in the common areas or the pool and spa areas.

**5.5 Cooking Devices**

Clark County Fire Code 1102.6 prohibits nonelectric barbecue grills, hibachis, or other similar devices on to be present or used within 10 feet of any building. There is a specific area, a concrete slab located adjacent to the main pool, that is the only place in the Flamingo Palms Villas where the use of barbecues is allowed.

**5.6 Loitering**

Loitering is not permitted in the common areas to include stair cases, hallways, parking lots and vehicles.

**5.7 Window Coverings.**

Curtains, drapes and other window coverings (including drapery lining and curtain sheers) which face the exterior window or glass doors of Units shall be white or off-white in color unless otherwise specifically approved by the Board in writing. No aluminum foil, no reflecting substance, or cardboard may be placed in any window or glass door of a Unit except a substance previously approved by the Board in writing. Stickers are not allowed on windows or doors.

**5.8 Terraces and Balconies**

No articles other than patio furniture (excluding umbrellas), suitable plants (no larger than 3 feet in diameter and not extending over the patio enclosure, and bicycles in working order shall be placed on any terraces or outside balconies. Patio furniture is defined as any furniture designed and sold for the exclusive use on terraces and patios. Bicycles stored on patios cannot be stored in such a manner that they extend over the patio wall (both tires must be grounded). No laundry, rugs, towels or clothing or any kind shall be hung from any of the windows, doors, terraces or balconies or other portions of the building. No mops, brooms, dust pans, or vacuum cleaners may be stored in the balconies. No ashtrays, bottles, plants, ornamentation or statues may be placed on balcony ledges at any time as this creates a safety hazard/liability issue should they fall or be blown off by the wind. At no time will trash be stored on balconies.

**5.9 Balcony Enclosures**

A patio or balcony enclosure, if any, must be a fabric sun shade that is brown tan or any shade thereof. It must have been professionally manufactured for the purpose of being used as a patio sun shade. No plywood, blankets, sheets, screens, glass, plexi glass, plastic/wood latticework, umbrellas, homemade covers, etc. It must be entirely inside the opening it covers. It is suggested owners check with the H.O.A. prior to purchase and installation of any sun shade as the Board reserves the right to approve or deny and specific enclosure. An example of an acceptable product is the Coolaroo Select Series Top Roll up Sun Shade, color "mocha".

**5.10 Balcony Security Bars**

Professionally constructed and installed security bars are allowed on the balcony. They shall be painted the color of the wall (color code available from the Management company) unless otherwise specifically approved by the Board in writing. The bars must be vertical. The only time a patio cannot be enclosed with Security Bars is when the storage room is marked with signage identifying it as a Riser Room. This storage unit contains the Fire Sprinkler System for the building. These patios cannot be enclosed with any permanent type enclosure that would prevent Clark County Fire Department from accessing the patio in the event of an emergency where access through the unit is not possible.



**5.11 Nuisances; Illegal Acts**

Nothing shall be kept or permitted to be kept in a Unit which will increase the insurance rates of the Association or obstruct or interfere with the rights of any other Owner or the Association. No nuisances or illegal acts shall be committed in a Unit or upon the Common Elements. Owners shall not use the Premises, or permit the same to be used, for any immoral, obnoxious or offensive use or purpose.

**5.12 Signs and Projections**

No sign, poster, billboard, flagpole, advertising device, notices, lettering or other display of any kind may be displayed, painted or affixed in, on or upon any part of the Common Elements without the prior written approval of the Board.

**5.13 Personal Property**

The entrances, passages, lobbies, hallways stairways, and similar portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Project and Units. Unless designated for such purposes, no carts, bicycles, carriages, chairs, tables or other similar objects or personal property shall be stored in, on or upon the Common Elements.

**5.14 Photography**

Photography or video, by commercial crews and media, is not permitted without the prior written consent of the Board.

**5.15 Association Property**

The common Elements shall not be used for any purpose other than for which they were constructed, and no trash or foreign substance of any kind whatsoever shall be discarded therein. Disposal of furniture, carpets, household furnishings, bedding and appliances in dumpsters or dumpster areas is strictly prohibited and should be disposed of off property or in the waste area or large dumpster on the North end of the property for that purpose. Unauthorized usage, borrowing or removing any equipment or property owned by the Association is prohibited.

**5.16 Pool rules are clearly posted in the pool areas**

Pool area conduct:

No glass in pool area

No alcohol in pool area

Pool is open 24 hours a day but quite hours from 10pm to 7am

No jumping from bridge or rocks

No pets allowed in the pool area

Violation of pool rules will result in immediate removal from pool area and possible ban from pool area.

**6 Construction**

**6.11 Hours of Work**

Construction, remodeling and decorating of Units will be permitted only from the hours of 8:00 a.m. to 5:00 p.m., however any work resulting in noise to neighbors is not permitted before 9:00 a.m..

**6.12 Approval of Work**

All alterations that can be seen from the outside of the Unit must first gain the written approval of the Board.

**6.13 Service Vehicles and Debris**

No debris shall be stored in the hallways or other Common Elements. Workers must clean up and remove all debris daily. No building debris may be discarded in a dumpster belonging to the Association.

**7 Sales/Leasing of Units**

Each Owner will provide written notice to the Board, or its designee, when his or her unit has been sold or leased, and such notification must include the Purchaser's or lessee's name, address and telephone number. The Owner shall be responsible for providing the lessee a copy of these Rules and Regulations. Moving hours are between 9am and 8pm only.

**8 Vehicle**

**8.11 Repair and Upkeep of Vehicles**

No repairs or other work may be performed on vehicles in the Common Elements, including parking spaces, except for minor emergency work necessary for start-up or towing. Any vehicles with fluid leaks must be repaired with twenty-four (24) hours and all fluids which have leaked onto the Common Elements must be cleaned up.

**8.12 Stored Vehicles**

CC&Rs Section 4.12(b) allows parking within the Condominium Community such that there be maintained a sufficient number of parking spaces, and contains a list of prohibited vehicle within the Condominium Community to ensure sufficient parking. CC&Rs Section 4.12 (b) prohibits the parking of inoperable vehicles or unregistered. Each unit is authorized to park one vehicle for each licensed resident occupying the unit and those vehicles must be currently registered in a resident's name. No vehicles will be stored or parked for the purpose of resale or for anticipation of family members, visitors, or friends needing to use a vehicle while they are staying in the unit. Vehicles are deemed to be unregistered unless they exhibit plainly visible evidence of Registration in the manner required by law, and that registration is either current or have been expired for not more than 30 days. Inoperable vehicles are deemed to be inoperable if they reasonable appear to be incapable of immediately being driven (for example, but not limited to, vehicles on blocks, with



flat tire, with engine removed). Additionally, the Board deems any vehicle, whether or not inoperable or unregistered, which has remained parked, without having been moved, in the same parking space for a continuous one (1) month period to be a Stored Vehicle. The parking of Stored Vehicles within the Condominium Project limits the number of available parking spaces in a manner inconsistent with CC&Rs Section 4.12(b) and is prohibited. Any Stored Vehicle is subject to tow pursuant to applicable law.

#### 8.13 Vehicles Parking Passes/Permits

All vehicles parking with the Condominium Community are required to display a vehicle parking pass/permit which identifies what unit the vehicle is associated with. Owners and lessees are issued a permanent permit which affixes to the lower left side (driver's side) of the windshield. Temporary residents (90 days or less) will be issued a paper parking pass with an expiration date which is consistent with their term of tenancy, and visitors will be issued a daily paper pass which automatically expires at midnight. Any vehicle not displaying the appropriate pass or displaying a pass with an expiration date of longer than 48 hours (2 days) will be subject to towing at the owner's expense. No parking pass shall be issued to any vehicle which does not meet the criteria established in section 8.2 of these rules and regulations. If the vehicle belongs to an owner, tenant, or temporary resident, and it does not meet the requirements set forth in section 8.2, they will be admitted and park at their own risk. If the vehicle belongs to a visitor they will be denied entry.

#### 8.14 Size of Vehicles

Vehicles that take up more than one parking space or commercial vehicles must get written approval from the H.O.A..

### 9 Trash

Trash and garbage must be deposited in one of the many community dumpsters. No trash or garbage may be placed outside of the Unit door or stored on the patio.

### 10 Emergency Entry

Owners must allow representatives of the Association and other emergency personnel access to their Units in case of emergencies. In the case of any emergency originating in, or threatening, any Unit, regardless of whether the Owner is present at the time of such emergency, the Board, the Manager or any other person authorized by the Board shall have the right to enter into such Unit for the purpose of remedying or abating the cause of such emergency and such right of entry shall be immediate.

### 11 Solicitation

Canvassing, soliciting, or peddling in or around the Buildings or Common Elements for any cause, charity or purpose is prohibited unless specifically authorized by the Board, and Owner shall cooperate reasonably to prevent the same.

### 12 Pets

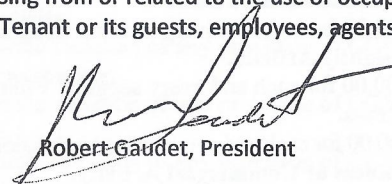
Dogs are not permitted on property, except as required by law, such as service animals, or grandfathered in prior to 2010. No pets of visitors are allowed on property at any time unless specifically authorized by the Board. Pets shall be limited to indoor cats and/or fish, and others authorized by ADA regulations. All ADA pet owners will provide proof of license, current immunization records and a picture of the animal to the Board for approval of admittance to property prior to occupancy, and upon acceptance will be registered and a pet tag will be provided to the owner that must accompany the animal when in common areas. It is the pet owner's responsibility to clean up after their pet, keep them on a leash when exiting their unit and at all times while outside of their unit, and be in control of the animal at all times.

### 13 Relief

The Board shall have the power, but not the obligation, to grant relief in particular circumstances from the provision of these Rules and Regulations for good cause.

### 14 Owner Negligence

Unit Owners shall be responsible for personal injury or property damage caused by or as a result of Tenant's negligence arising from or related to the use or occupancy of the Building or Common Elements by Tenant or its guests, employees, agents, invitees or visitors.



Robert Gaudet, President



## LAS VEGAS CAY CLUB HOMEOWNERS' ASSOCIATION

### 2016 SCHEDULE OF FINES AND PENALTIES

Pursuant to the Las Vegas Cay Club Homeowners' Association ("Association") Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Las Vegas Cay Club Condominiums ("CC&R's") Section 17.5 *Schedule of Fees*, and Nevada Revised Statutes ("NRS") 116.3108(5), the Board of Directors of the Association ("Board") has adopted the following Schedule of Fines. The term "Governing Documents" has the meaning ascribed to it in NRS 116.049.

#### FINES

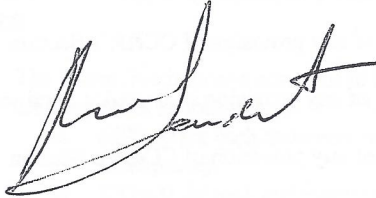
- 1) The initial fine imposed pursuant to NRS 116.31031(1)(b) for violations of the Governing Documents is as follows:
  - a. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.2 **Occupancy.**
  - b. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.3 **Nuisances.**
  - c. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.4 **Signs.**
  - d. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.5 **Antennae/Satellite Dish.**
  - e. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.6 **Unightly Articles.**
  - f. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.7 **Pets.**
  - g. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.8 **Business or Commercial Activity.**
  - h. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.9 **No Further Subdivision/Timesharing.**
  - i. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.10 **Water and Sewer Systems.**
  - j. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.11 **Additions, Alterations or Improvements by Owner.**
  - k. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.12 **Leases and Rentals.**
  - l. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.13 **Air Conditioning Units.**
  - m. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.14 **Smoking.**
  - n. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.15 **Terraces.**
  - o. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.16 **Water Furniture.**
  - p. \$100.00 for each and every separate violation of any provision of the Governing Documents not specifically mentioned herein.

- q. Notwithstanding anything herein to the contrary, there shall be **NO DOLLAR LIMIT** on the amount of any initial fine for each and every separate violation of any provision of the Governing Documents 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 Association. Such initial fine amount will be determined commensurate with the severity of the violation, in the Board's discretion.

- 2) The fine imposed pursuant to NRS 116.31031(6) for continuing violations of the Governing Documents is as follows:
  - a. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.2 **Occupancy.**
  - b. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.3 **Nuisances.**
  - c. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.4 **Signs.**
  - d. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.5 **Antennae/Satellite Dish.**
  - e. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.6 **Unightly Articles.**
  - f. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.7 **Pets.**
  - g. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.8 **Business or Commercial Activity.**
  - h. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.9 **No Further Subdivision/Timesharing.**
  - i. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.10 **Water and Sewer Systems.**
  - j. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.11 **Additions, Alterations or Improvements by Owner.**
  - k. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.12 **Leases and Rentals.**
  - l. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.13 **Air Conditioning Units.**
  - m. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.14 **Smoking.**
  - n. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.15 **Terraces.**
  - o. \$100.00 for each and every separate violation of any provision of CC&R's Section 7.16 **Water Furniture.**
  - p. \$100.00 for each and every separate violation of any provision of the Governing Documents not specifically mentioned herein.
  - q. Anything herein to the contrary notwithstanding, there shall be **NO DOLLAR LIMIT** on the amount of any continuing violation fine for each and every separate violation of any provision of the Governing Documents 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 Association. Such continuing violation fine amount will be determined commensurate with the severity of the violation, in the Board's discretion.

## **PENALTIES**

The penalties or other sanctions imposed pursuant to NRS 116.31031(1)(b) for violations of the Governing Documents, and/or NRS 116.31031(6) for continuing violations of the Governing Documents, may include any penalties or other sanctions allowable under the Association's Governing Documents, in accordance with Nevada law, including, but not limited to, suspension of voting rights for a reasonable period of time, suspension of or imposition of conditions upon the use of the recreational facilities for a reasonable period of time, assessment of the costs of compliance notice(s), and Association correction of the violation and assessment of expenses of correction.

A handwritten signature in black ink, appearing to be "Paul Smith", written in a cursive style.