

HIGHLAND RANCH HOMEOWNERS' ASSOCIATION
PROPERTY USAGE RULES (PUR)

The Highland Ranch Homeowners' Association (the Association) is very similar to a city government. Each has elected officials, public meetings, rules and the ability to enforce them.

The Associations' rules do not replace, but instead add to laws of Washoe County, The State of Nevada and the Federal Government. The Association usually does not enforce other government's rules, but may call upon other governments for assistance whenever appropriate.

In some cases (dogs for example), other governments may have tougher rules than the Association rules. Each government may enforce their own laws within Highland Ranch.

The Board provides information to homeowners concerning Association rules through one or more paid Compliance/Information Officers. The Compliance/Information Officers are available to receive and address complaints or concerns about the Association rules in writing through U.S. mail, e-mail or come into the office and fill out a complaint form. Generally, before taking any action on a complaint, the Compliance Officer will first attempt to inspect the problem or violation. The Compliance Officer may then contact the homeowner by telephone or may send a written notice of violation. Homeowners are afforded the opportunity to request a hearing on a rule violation in those instances where the Association may enforce the rule by the assessment of a fine. The homeowner may attend the hearing and testify concerning the alleged violation. At the conclusion of the hearing process, claims relating to the interpretation, application or enforcement of the provisions of the declaration, Bylaws or Association rules may be submitted to mediation or arbitration under the alternative dispute resolution procedures set forth in the Nevada Revised Statutes.

The following rules and regulations are drawn from the first amended and restated Declaration of Covenants, Conditions and Restrictions of Highland Ranch (CC&Rs) dated April 29, 1994; more particularly Article IV - Property Usage, Sections 1-22. As authorized under Section 22, the Board of Directors (the Board) has also implemented fines, additional rules and clarifications and may, at a public meeting, amend and allow variances to or revision of these rules as deemed appropriate the Builder refers to Lifestyle Homes, Inc.

CC&R Property Usage Rules

1. **Access to Rear Yards**

There will be no vehicular rear yard access for any lots with rear yards bordering streets or open areas.

2. **Burning**

There will be no exterior fires permitted on any lot for the purpose of burning rubbish, waste, weeds, yard trimmings or trash.

3. **Business Activities**

A permit is required from the Board of Directors of the Association. Conducting of a home based business is only permitted if the appropriate Washoe County Business license is obtained and the regulations pertaining to home base businesses issued by the County are adhered to.

The Board will issue Home Business Permits for any home business which, in the opinion of the Board, would not violate any conditions stated below:

- a. The home business shall be operated entirely within a dwelling unit by a person or persons residing in the dwelling unit as a clearly secondary and incidental use of such dwelling for single family residential purposes and must not change the residential character thereof.
- b. There shall be no use, including storage, of any accessory building, yard space or activity outside the main building not normally associated with residential use.
- c. Not more than one room or twenty percent (20%) of the space of the main floor, whichever is greater, shall be used for the home occupation.
- d. There shall not be a substantial amount of stock-in-trade, supplies, or goods stored within the area of the premises used for the home business.
- e. It shall not generate noise or vehicular traffic measurably in excess of that normally associated with single family residential use.
- f. Not more than one vehicle not exceeding one ton in capacity with commercial advertising displayed thereon, shall be kept at the residence.
- g. There shall be no indication of the home occupation on the exterior of the premises.

- h. No exterior signs or other advertising shall be used which informs the public of the address of the home occupation.
- i. There shall be no manufacturing, processing or other similar activity on the premises which generates noise, odor, dust, vibration, fumes, smoke, electrical interference or other interference with adjacent properties.
- j. It shall not be operated without the permission of the owner of the real property.

If the Board determines that the holder of a Home Business Permit is violating any of these conditions, the Board may revoke the permit within 10 days of written notice.

4. **Camping/Temporary Structures**

No structure of a temporary character, trailer, manufactured home, motor home, camper, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

5. **Common Areas**

Each owner and their guests are liable for any damage, willfully or by negligence, to the common areas and facilities. This includes but is not limited to structures, fences and landscaping.

6. **Disease and Pests**

No owner will permit anything or condition to exist on his or her lot, which may reasonably induce, breed or harbor infectious plant or animal diseases, rodents or noxious insects. Properly maintained compost piles are permitted.

7. **Fencing**

All backyards, including those on corner lots, must be fully enclosed by a 6 foot cedar or redwood fence, except those fences that will be set back 10 feet from the street right of way. The lot owners shall do routine sealing and maintenance of the fences on a schedule set by the Association, using sealing liquids approved by the Association. The Association is currently providing 10 gallons of liquid sealant every 3 years (current policy). The Association is responsible for the side of any fence facing a common area. Water bleached fences must be stained by the owners and broken fences promptly repaired.

8. **Gang Activities**

Gang activities are not allowed and must be promptly reported to the local authorities.

9. **Garage Sales**

Garage and/or yard sales are limited to no more than 5 consecutive days, no more than 3 consecutive weekends and no more than 30 days per calendar year. Any signs posted for this event must be removed immediately after the conclusion of the event.

10. **Garages**

All driveways will be maintained in a neat and orderly condition. Garages may be used as hobby workshops. Garage doors will be maintained in a closed condition except:

- a. As necessary to permit ingress and egress of authorized vehicles or to clean or work in garage.
- b. Garage doors may be left open only when the garage is neat and orderly and resident is at home.

11. **Garbage**

All lot owners will subscribe to and pay for solid waste collection by a properly licensed or franchised solid waste collection company. No rubbish, trash or garbage will be allowed to accumulate on lots. Trash will be stored in appropriate covered containers, which will be stored within fenced rear yards or garages except between 24 hours before collection and 24 hours after collection.

12. **Improvements**

Before commencing any improvements, written approval must be obtained from the Design Committee as stated in the CC&Rs, Articles V and VI, and the most current Architectural Standards. The purpose of the committee is to insure uniformity of the structures to the house and the overall community. The Committee may order removal of any building operation not in compliance with the Architectural Standards. No more than one kitchen facility will be allowed on any lot. Any interior or exterior improvement involving structural components of the building will require Committee approval.

13. **Landscaping**

Front yard landscaping must be completed and in compliance with the Landscape Manual. The landscaping and vegetation on any lot will be planted and maintained in such a manner as to comply with the Landscape Manual for Highland Ranch and comply with all set back and easement requirements of Washoe County and the Sun Valley General Improvement District. Landscaping should also reduce the risk of fire, prevent erosion of soils, encourage the growth of indigenous ground cover, conserve water and cause proper drainage.

14. **Machinery and Equipment**

No machinery or equipment of any kind will be placed, operated or maintained upon or adjacent to any lot except that which is usual for maintenance or repair of a residence or property. Such equipment may not exceed 6 feet in height, weigh more than one ton and will be kept behind the 6 foot fence. Emergency equipment is accepted.

15. **Maintenance**

All lots and residences and other improvements including landscaping will at all times be maintained in such a manner as to prevent their becoming unsightly, specifically including, but not limited to, exterior painting and staining. All walkways and driveways will be maintained in a neat and orderly fashion. Grease and oil stain on driveways will be reasonably limited.

16. **Noise and Other Noxious Activity**

Any noise or other noxious activities shall be promptly reported to the proper legal authorities. The Association may assess a fine if there is a copy of a filed police report presented with the complaint.

17. **Parking and Vehicle Restrictions**

Parking and vehicle usage shall be consistent with residential occupancy as follows:

- a. Parked vehicles shall not block sidewalks or mailboxes.
- b. All vehicles parked outside fence shall be operational and moved at least every 72 hours.
- c. Recreational vehicles may be parked within garages and backyards.

- d. Large vehicles are not allowed except for pick up and delivery consistent with residential use of property.
- e. Project vehicles (up to two) - incomplete or non-operational vehicles are allowed only in backyards.
- f. Licensed trailers not to exceed 16 feet in length and 8 feet in height if parked on lots must be behind the fence.
- g. Other vehicles not stated are not permitted.
- h. There shall be no overnight parking on common areas.

18. **Pets**

A reasonable number of common household pets may be kept on each lot. No other animals, livestock or poultry of any kind will be kept, slaughtered, bred or raised on any lot or in any residence. On each lot, there shall be no more than 5 adult common household pets that are allowed outside the walls of the dwelling unit. There is no limit on juvenile common household pets or on common household pets that do not leave the walls of the dwelling unit. The Board may impose at its discretion further rules governing control of pets. Each owner, tenant, guest or other person bringing or keeping a pet on properties will be solely responsible for the conduct of the pet. The Association, its Board, officers, employees and agents will have no liability for any damage or injury to persons or property by any pet.

19. **Signs**

Permanent placement of signs is not permitted except as follows:

- a. No advertising signs or billboards will be displayed on any lot or posted within or upon any portion of the common areas except signs no longer than 2 feet by 2 feet and only for a single political campaign, for rent, for lease, for sale or as required by legal proceedings.
- b. Up to two 4 inch by 12 inch Association approved "Beware of Dog" signs are allowed on the property owner's fence.
- c. A 2 inch by 8 inch "No Solicitation" sign is permitted near the front door bell.
- d. Any type of signs placed on public utility poles and/or traffic posts are prohibited by Washoe County.
- e. Signs directing attention to a specific activity, such as a garage sale, wedding or open house, may be placed for no more than three days within any seven days on any lot with permission of the lot owner, or on fences. All signs must be removed immediately after event.

20. **Storage**

Storage of personal property on any lot will be entirely within storage areas and portions of the lot not visible to others. There will be no woodpiles or storage piles accumulated on top or outside of any enclosed storage area. Storage visible from the street is allowed for garage and/or yard sales. The Association has the right to establish and maintain in its properties, appropriate storage yards and storage buildings for the maintenance of materials and equipment used by the Association in connection with its planting, building, repair, maintenance and preservation of the structures, gardens and other improvements within the common areas.

21. **Window Coverings**

Any window in a house that is visible from a public street or a common area will be covered with appropriate materials at all times or within 60 days following close of escrow. Inappropriate materials include, but are not limited to, blankets, newspaper, tarps, towels, rugs and flags.