

The Estates at Seven Hills Owners Association

Rules and Regulations

*Adopted by the Board of Directors: **March 26, 2014***

Guard House Information:

Terracina	Phone: (702) 260-0895
Rapallo	Phone: (702) 260-6739
Venezia	Phone: (702) 260-7207

The Estates at Seven Hills

Rules and Regulations

Table of Contents

<u>Section</u>	<u>Page</u>
Introduction.....	2
General	3
Conduct	3
Single Family Residence	3
Use Restrictions	4
Pets.....	4
Access, Parking & Vehicle Restrictions.....	5
Real Estate Sales Agents and Access	7
Security Post Orders	8
Architectural Modification (ARC)	8
Construction Penalties.....	8
Maintenance.....	8
Tennis Court	8
Assessment Collection Policy	9
Enforcement and Penalty Policy	11

The Estates at Seven Hills

Rules and Regulations

Introduction

The Estates at Seven Hills Owners Association is a non-profit corporation organized under Nevada Revised Statutes for this purpose: *Generally, to do all things that such a corporation may lawfully do in operating for peace, health, comfort, safety and general welfare of its Members.* The Association's Governing Documents empower the Association to promulgate Rules and Regulations and to change those Rules and Regulations from time-to-time in order to operate for its stated purpose. Further, the Association may do all things that are lawful for such a corporation organized under statute and not specifically prohibited by law or its Governing Documents.

The acquisition of a property within the Estates at Seven Hills shall automatically make the Owner of that property a Member of the Association and subject to these Rules and Regulations. Further, all persons entering upon the property, whether intentionally or unintentionally, including, but not limited to, guests, invitees, vendors, service technicians, delivery personal or any other persons, shall automatically be bound by these Rules and Regulations. Each Owner or Member is automatically responsible for the acts of his or her Tenants (or the Tenants') guests, invitees, vendors, service technicians, delivery personal or any other person visiting the property, to the extent permitted by NRS 116.

The Association may also attach penalties and sanctions to Owners or their Properties as a means of enforcing all of its Governing Documents, including these Rules and Regulations. The penalties and sanctions shall be reasonable and lawful and the enforcement of the penalties and/or sanctions must be in accordance with applicable laws and the Association's Governing Documents.

Therefore, it is incumbent upon all persons entering the property to abide by and comply with these Rules and Regulations, a copy of which shall be posted in each Guard House and the Association's Management office for review upon request. Each person entering the property is subject to the authority of The Estates at Seven Hills Owners Association and may be sanctioned or penalized for violating these Rules and Regulations.

The Estates at Seven Hills

Rules and Regulations

General

1. A violation of any of the Covenants, Conditions and Restrictions shall be considered a violation of the Rules and Regulations.
2. Any failure of the Association to enforce any provision of these Rules and Regulations or to proceed with any remedy available to the Association shall in no way constitute a waiver to do so in the future.
3. The invalidation of any of these Rules and Regulations by court judgment or decree shall in no way invalidate any other Rules and Regulations.
4. Any and all legal fees incurred in the enforcement of any Rules and Regulations shall be reimbursed to the Association by the offending party upon demand.
5. ALL COMPLAINTS must be submitted to the Association through its managing agent **IN WRITING**. Verbal complaints shall not be accepted or considered valid.
6. For the purposes of these Rules and Regulations, the term "Property" shall include all private property (individual lots, etc.) as well as all Association common areas (streets, sidewalks, parks, landscaped areas, etc.), within the boundaries of the Estates at Seven Hills.

Conduct

1. No immoral, improper, offensive or unlawful use may be made of Association property. All applicable laws and regulations of the United States, the State of Nevada, Clark County and the City of Henderson shall govern.
2. No person, while on the property, shall swear at, name call, threaten, harass, use abusive language or in any other way attempt to intimidate another person physically or verbally.
3. No person shall cause or allow sound or noise of any type, including the human voice, to emanate from his or her property, vehicle or person anywhere within the Property at a level that disturbs another Resident or Member. The Association shall be the sole judge as to any unreasonable disturbance or interference pertaining to the level of sound.
4. No person shall conduct any dangerous, hazardous, unsafe or noxious activity anywhere on the Property.
5. No person shall cause or permit any willfully negligent conduct or activity to occur on any portion of the Property or shall conduct or allow any activity which may harm, jeopardize or threaten the Association's protection and/or insurance.

Single Family Residence

1. Each Lot shall be used as a Residence for a single family and for no other purpose.
2. An Owner may lease his or her Residence to a single family provided the Lease is **in writing**, is not temporary, is for a minimum term of one year, and is subject to ALL Governing Documents. The Association must be provided a copy of the Lease PRIOR TO TENANT OCCUPANCY to ensure the provisions of the Lease comply with the Governing Documents. Owners are also required to perform a criminal background check on any tenants and submit to the Association evidence that their tenant has been background checked.
3. No commercial or business activity shall be permitted on any Lot or within any Residence, except that this provision shall not preclude any activity which is lawful and conforms to all governmental ordinances and law; is conducted in such a way that no external evidence or signs of doing business are visible; patrons or clients do not park any vehicles on the property; the activity does not increase the liability or casualty insurance obligation or premium of the Association; and such activity is consistent with the residential character of the Property and conforms with the provisions of the Declaration. A copy of the City of Henderson home business license must be provided to the Association.

The Estates at Seven Hills

Rules and Regulations

Use Restrictions

1. No rubbish, trash, debris or material of any kind shall be allowed to accumulate on any property or permitted to be stored on any Lot or Residence which may be seen by any resident from any common area excepting materials stored on the Lot or Residence during construction or reconstruction approved by the Design Review Committee.
2. No noise, odor or nuisance shall be permitted to arise from any Property which shall cause any unreasonable disturbance. The Association shall be the sole judge as to whether a noise, odor or nuisance is unreasonable.
3. No sign (including, but not limited to, "keep out", "no parking", "beware of dog", "no trespassing", etc.), poster, billboard or other advertisement or advertising display shall be permitted on any Lot except that one (1) "For Sale" or "For Lease" sign or one (1) political sign (per candidate/issue) may be displayed on a Lot. The sign shall be no larger than 18" x 24". All "For Sale" signs shall be subject to the signage criteria adopted by the Seven Hills Master Association. (See Addendum A). A maximum of one security sign shall be permitted, and must be located in the front yard, not to exceed 8" X 8", and placed no more than 3 feet from the main structure, and no more than 1'-6" above finished grade. A maximum of 2 security decals per house, not to exceed 4" X 4" are permitted to be attached to windows. Security signs are defined as signs indicating the presence of a security system, security contractor, or security monitoring system. Humorous, novelty, security warning, and similar signs depicting security themes are not permitted. Prerequisite jurisdictional construction signs such as dust permit signs are exempt.
4. No exterior changes to any Lot or Residence may be made without the express written consent of the Design Review Committee in response to a submitted application by the Owner. The Design Review Committee "Design Guidelines," are a separate document and may be obtained from the management company's website – www.rpmginc.com.
5. No vegetation, improvement or other obstruction shall be planted, constructed or maintained on any Lot in such location or of such height as to unreasonably obstruct the view from any other Lot. Each Owner or Resident of a Lot shall be responsible for periodic trimming, pruning and thinning of all hedges, shrubs and trees located on that portion of his Lot which is subject to his control or maintenance, so as to not unreasonably obstruct the view of other Owners or Residents.

Pets

1. No animals, fowls, reptiles, poultry, fish or insects of any kind shall be raised, bred or kept on any Lot or Residence except that a reasonable number of dogs, cats or other common, household, domestic pets may be maintained provided the animals are not bred, kept or maintained for any commercial purpose and are not in violation of any federal, state or local ordinance.
2. The Association may cause or compel the removal of any animal it determines is or may become a nuisance.
3. Any animal allowed by a Resident or Owner to be in the common area must be under the control of the Resident or Owner and must be constrained by a hand held leash by a person capable of controlling the animal. All applicable city, county, state and federal laws and ordinances apply. The Resident or Owner must pick up and remove the animal's feces from the common area immediately if the animal relieves itself in the common area.
4. All pet owners are solely responsible for the acts of their pets and shall be solely liable for all damage to persons and property, and by allowing their pet(s) on the Association's common areas, agree to indemnify, defend and hold harmless the Association from and against any and all damages, liability, and/or costs associated with or related to their animal(s).

The Estates at Seven Hills

Rules and Regulations

Access, Parking & Vehicle Restrictions

1. **Commercial Vehicles, Vendors and Contractors.** Commercial vehicles, vendors and contractors are permitted to enter the community Monday through Saturday from 6:45 a.m. to 6:00 p.m., except New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Vendor/Contractor work is permitted between the hours of 7:00 a.m. and 6:00 p.m. on those days, and they must be off property (outside the entry gates) by 6:00 p.m. Vendors/Contractors shall not enter the community after 5:30 p.m. for the purpose of dropping off materials and/or supplies.
 - a. **Exception:** A commercial vehicle, vendor or contractor shall be allowed to enter the community outside permitted hours/days in response to an emergency situation, such as a broken water pipe, broken air conditioner, insect infestation, loss of phone service, or other similar emergency situations.
 - b. **Exception:** A resident whose primary mode of transportation is a commercial vehicle, shall be permitted to operate that vehicle within the community outside permitted hours/days, provided: a) the resident first obtains authorization from the management company; b) the vehicle is never parked with any portion within view of the common areas, golf course or streets during non-permitted hours; and c) the vehicle is driven directly to and from the gate and the residence.

The following vehicles shall be considered commercial vehicles, vendors and/or contractors:

- 1) Vehicles with commercial markings or signage (including "wraps").
- 2) Construction vehicles such as dump trucks, loaders, forklifts, etc.
- 3) Semi-trucks, flat bed trucks, moving vans and similar vehicles.
- 4) Vehicles with ladders, racks, or other exposed tools.
- 5) Other vehicles that clearly present as commercial vehicles.

Note: Vendors and contractors shall not be permitted to enter the community on non-permitted hours/days, even if driving a non-commercial vehicle.

2. No resident or 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, oil or gas truck or delivery truck) unless the vehicle is stored wholly within the garage or property screened from view behind a wall or fence approved by the Design Review Committee.
3. No Resident or Owner shall park, store or keep on his or her Residence or Lot any unscreened recreational vehicle (including but not limited to, any camper unit, house/car or motor home or tractor/trailer) any bus, trailer, trailer coach, camp trailer, boat, aircraft or mobile home or any similar vehicle without the express written consent of the Board of Directors acting on behalf of the Association. For the purpose of temporarily loading and unloading, cleaning or preparing, any vehicle defined above, the Association shall allow eighteen (18) hours within any forty-eight (48) hour period without penalty. Owner must notify security when entering the property.
4. No Resident or 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 Association.
5. In order to accommodate garage parking, the garages for all residences shall be maintained clear of all debris or materials so as to allow the maximum number of vehicles for which the residence was designed to be parked wholly within the garages.
6. In order to accommodate garage parking, the garages of any residence cannot be converted to any other use other than for parking vehicles without the express written consent of the Design Review Committee in response to a written request and proper architectural modification application.

The Estates at Seven Hills

Rules and Regulations

7. Only after parking as many vehicles as the garages of the residence may accommodate and are designed to accommodate, may an Owner or Resident park a vehicle on the driveway overnight (between the hours of 2:00am and 5:00am). Owners or Residents repeatedly parking two or more vehicles on the driveway may be required to provide proof that the garages are being used for the parking of vehicles in accordance with the Governing Documents. Owners or Residents found not to be parking in the garages to the extent the garages are designed, in accordance with the Governing Documents, may be subject to enforcement penalties. No Owner, Resident or Guest shall park on any street within The Estates at Seven Hills overnight (between the hours of 2:00am and 5:00am) without the express written consent of the Association. Owners or Residents seeking permission to park temporarily overnight on the street must submit a written request stipulating the specific vehicle (including make, model and license), the specific location on the street and the date to the Security Officer In Charge. The Owner or Resident may request that the OIC pick up the written request at the Owner's Residence. The maximum length of time allowed is four (4) nights. This is for temporary purposes only and cannot be used for permanent, continuous, frequent or habitual purposes. All passes must be displayed on the rear view mirror or dash board and must be clearly visible and readable through the vehicle glass.
8. Party Parking Policy
 - a. If an Owner or Resident will be hosting a social gathering for which 15 to 25 vehicles are expected, the Owner or Resident must provide a guest list to the Association through the security company or the managing agent in sufficient time for the guest list to be distributed to the appropriate guard gates (a minimum of 48 hours in advance of the event). In addition, the Owner or Resident must provide at least one (1) valet or security officer to organize and oversee the parking for the event.
 - b. If 26 to 40 vehicles are expected, the guest list must be provided in accordance with (a) and the Owner or Resident must provide at least two (2) parking valets or security officers.
 - c. If 41 to 60 vehicles are expected, the guest list must be provided in accordance with (a) and at least three (3) valets or security officers must be provided.
 - d. If more than 60 vehicles are expected, the guest list must be provided in accordance with (a) and at least one (1) security officer and three (3) valets must be provided.
9. All Owners and Residents must comply with and obey all traffic signs and markings. The Association may enforce the speed limit with radar or other speed measuring devices. Violators, including Owners, Residents, guests, invitees, vendors, service personnel or construction personnel may be cited for violations to the extent permitted by NRS 116. The Owner or Resident shall be responsible for the violations of the guests, invitees, service personnel, repair personnel, maintenance personnel, or anyone else visiting his or her property with a pass displayed to that address, to the full extent permitted by NRS 116 and other applicable Nevada law.
10. All Owners, Residents, guests, invitees, vendors, maintenance personnel, service personnel or any other person entering the Property through the Association's points of entry at Terracina, Rapallo or Venezia are responsible for exercising safety and caution. It is incumbent upon the person entering, whether in a vehicle or as a pedestrian, to negotiate the gates in such a manner as to avoid contact with the gates, the fences, the landscaping, another vehicle or a person or animal. The vehicle gates and barrier arms are designed to allow entry for one (1) vehicle at a time. Any tailgating, overtaking, encroaching, pressing or following too closely may result in making contact with an object or person and is specifically prohibited. Motorists and pedestrians must likewise drive and/or proceed in accordance with safety and the weather conditions. The Association shall be held harmless for any unsafe or negligent act by any person entering the Property or any violation of these Rules or Regulations pertaining to entering the Property.
11. The use of go-karts, motorized scooters, and other similar motorized vehicles is prohibited on sidewalks, parks, streets, and other Association common areas. Anyone operating a golf cart in these areas must have a valid drivers license. Any owner, tenant or guest operating a motorized vehicle at variance with these requirements is subject to fines. Owners aware of such activity shall be responsible for any fine received by a guest or tenant.

The Estates at Seven Hills

Rules and Regulations

Construction

1. Developers and/or homeowners shall be responsible for any and all actions of their employees, sub-contractors, and agents, to the greatest extent permitted by Nevada law.
2. Consumption of alcoholic beverages, use of illegal drugs, and/or possession of firearms is prohibited.
3. There shall be no noise or interior/exterior construction prior to 7a.m., and no later than 6p.m. per City of Henderson ordinance. Construction personnel may enter the community and set up their equipment as early as 6:45a.m., however at no time shall work of any kind commence before 7a.m. Loud music or any other noise nuisances are prohibited.
4. All construction vehicles entering the community shall have valid registration and insurance.
5. Once construction has begun, a dumpster must be kept on site at all times.
6. After the foundation has been poured, and prior to the delivery of lumber, a fence must be erected around the entire perimeter of the construction site.
7. A temporary toilet must be in place once construction has begun.
8. Contractors shall be responsible for containment of all construction debris on the site.
9. Dumping of any kind is prohibited.
10. Mud, gravel, or any other kind of debris is not allowed on street, sidewalk or any other Association common area.
11. No construction materials shall be placed on any street or sidewalk without prior authorization by the community manager. In the event authorization is given by the community manager, such materials shall be appropriately placed and marked to ensure that residents can safely traverse streets and sidewalks.
12. Contractors shall keep the construction area clean at all times. Upon completion of any work, contractors are responsible for removing any equipment, materials or debris from the construction site, sidewalk, or street. If permission has been given to store equipment on site after construction hours, then said equipment should be placed as far back on the construction site as possible, ideally out of view from the street.
13. Construction workers and all vehicles are prohibited from crossing any landscaped area.
14. Construction workers shall not be allowed in Association landscaped areas or parks for any reason, at any time.
15. The perimeter fence must be secured by 6pm. If the fence is left ajar or not completely secure, Notice of Violation may be issued. Failure to correct this problem will result in a continuing violation and a fine for each occurrence.
16. All in-ground utility boxes must be secured. If a box is left open a Notice of Violation may be issued for each day the box is left unsecured.
17. All in-ground hazards must be marked, either by construction cones, caution tape, or temporary fencing. If a hazard is left unmarked, a Notice of Violation may be issued for each day the hazard is left open.
18. Any contractor, employee, sub-contractor, or agent who receives a Notice of Violation and fails to correct the problem, will be barred from the Property until such time the Association determines that the infraction has been corrected to its satisfaction.

Real Estate Sales Agents and Access

1. No open houses are permitted. However, group showings of homes within the guidelines of the Association Governing Documents are permitted. If a group showing is arranged the listing agent MUST escort the guest from the gate to the property and back again in accordance with policy.
2. Owners may not list the term "all licensed real estate agents" in the computerized data base. Owners must identify either a specific real estate agent or a company by name. If a company is listed any sales agent properly identified as employed by that company may be allowed access.

The Estates at Seven Hills

Rules and Regulations

Security Post Orders

1. Post Orders are attached to these Rules and Regulations and to the extent they identify issues to be enforced by the security contractor, such issues are incorporated by reference.

Architectural Modifications

2. In accordance with the Declaration, an Owner may modify his or her residence without the prior written approval of the Design Review Committee provided the modifications: (a) do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Property and (b) such modifications do not change the appearance of the residence or any other portion of the property. Such modifications shall not change the exterior of the residence, landscaping or any structure.
3. All new building and all alterations to the exterior of existing Property must receive express written approval from the Design Review Committee before work may commence upon the Property.

Construction Penalties

1. Time Limits: Eighteen (18) months after a Lot's Transfer Date (the date the Declarant first transfers ownership of a Lot to a person other than the Declarant) each Owner shall submit building plans to the Design Review Committee for approval. Within twenty-four (24) months of the Lot's Transfer Date the Owner shall commence construction of a residence in accordance with the approved plans and specifications by the Design Review Committee. Within **thirty-six (36) months** of the Lot's Transfer Date, the Owner must complete construction of the residence in accordance with the approved plans and specifications by the Design Review Committee and obtain an unconditional Certificate of Occupancy from the City of Henderson. Within **ninety (90) days** of obtaining the unconditional Certificate of Occupancy from the City of Henderson, the Owner shall install the landscaping in the front yard portion of the Lot. Within **one (1) year** of the issuance of the Certificate of Occupancy the rear yard landscaping shall be completed. Note: As of the date of adoption of these Rules and Regulations all vacant Lots have been or are in construction penalty.

Maintenance

1. Each Owner is required to maintain, repair, paint, plaster, tile, finish and otherwise maintain or cause to be maintained all portions of his or her Lot and/or property at his or her sole expense.
2. If an Owner, an Owner's Guest(s) or Invitees, causes damage to any Association property, the Association shall charge and/or specifically assess the Owner, to the fullest extent permitted by law.
3. After initial installations of the landscaping within that portion of the Landscape Strip adjacent to and part of the Owners Lot, the Owner of such Lot shall be obligated to replace, repair and maintain at the Owner's sole expense, the trees, grass or ground cover within that portion of the Landscape Strip adjacent to the Owner's Lot.
4. Trash cans may be placed out for pick-up no earlier than 5:00 PM the evening before the day of pick-up and must be removed from view from Association common areas and/or the golf course, no later than 7:00 AM the day after pick-up.

Tennis Court

1. **General Guidelines**
 - a. Only Estates at Seven Hills residents and their guests are permitted to use the tennis courts.
 - b. Seven Hills residents must be a playing participant in all private and group lessons.
 - c. Non-playing children are strictly prohibited from courts during play.

The Estates at Seven Hills

Rules and Regulations

- d. Tennis shoes must be worn on the courts. Black soles shoes are prohibited.
- e. No bicycles, skateboards or roller blades are permitted on the courts.
- f. Players are required to observe tennis courtesies, as well as rules of good conduct on and around the courts.
- g. Markings of courts and windscreens with chalk/tape is prohibited.
- h. Players are required to clean up the courts following play (i.e. water bottles, dead balls, etc.).

2. Sign-in and Priority Guidelines

- a. All players must sign in at the commencement of play. Players not signed in will relinquish the court upon request. Players may not sign in again to extend their playing time until the end of their current allotted time.
- b. Players waiting must sign in on the board provided.
- c. If only one person of a group is present when it is their turn to take a court, that group will yield to the next group and wait until at least two people are present before taking the available court. The exception to this rule would be if the single waiting player is planning on practicing with a ball machine.

3. Time Allotment

- a. All players are to retire at the end of one hour for singles and one and a half hours for doubles if other players are waiting. Players must re-sign onto the court at the conclusion of their play.

4. Tennis Lessons

- a. All instructors are considered to be a guest of a resident and all general, sign-in/priority and time allotment rules must be adhered to.
- b. All instructors must sign an indemnity waiver, before giving lessons, which may be obtained from the Homeowner's Management Company in the HOA office during business hours.
- c. Each resident family of Seven Hills may reserve one hour per week in advance for weekly instructions through the HOA office. Additional lesson and practice hours must follow first come first served polices as outlined.

Annual and Special Assessments Collection

1. Assessments are collected monthly and due on the first day of each month. They are considered delinquent on the 30th day of the month. The following is the collection procedure:
 - a. A late fee is added to the assessment if payment is received after the 30th of each month. The late fee will be reasonable and in an amount to be determined by the Board of Directors, currently it is \$25.00. Interest may be charged on past due accounts if an account is not paid within 60 days of the due date. (Per NRS 116 Interest shall be at the rate of 2% above prime lending rate as determined by the largest bank in the State of Nevada as established on January 1 and July 1 of each year.)
 - b. A charge of \$20.00 will be assessed to the account for each NSF check.
 - c. A statement showing the delinquent amount owed on the account will be mailed after the account is 30 days delinquent.
 - d. When the assessment is 60 days past due, a Delinquency letter and all of the following will be mailed to the owner to the address of record and the address of the unit. (*Notice is sent to the owner by certified, return receipt and first class mail*). - A statement showing the balanced owed.
 - A schedule of the fees that may be charged if the unit's owner fails to pay.
 - A proposed repayment plan.
 - A notice of the right to contest the past due obligation at a hearing before the Board of Directors.
 - Procedures for requesting the hearing.

The Estates at Seven Hills

Rules and Regulations

- e. If after 30 days from the mailing date of the Intent to Lien letter, and the account is at least 110 days delinquent, and a repayment plan is not implemented within the stated time-frame, the account will be sent to a trustee or attorney to file a lien. Collection costs will be added to the assessment account.
The Commission for Common Interest Communities adopted Regulation LCB File No. R199-09 establishing the maximum amount of collection costs that may be assessed for past due obligations. The maximum costs that may be charged are attached and become part of this collection policy.
 - f. If after 30 days from the mailing date of the Intent to Lien letter, and the account is at least 110 days delinquent, and
 - g. If payment in full is not received, foreclosure proceedings may begin at the direction of the Board of Directors and in accordance with state law. See NRS 116.3116
 - h. The Executive Board of Directors shall approve all write-offs of debt.
 - i. The Construction Penalties will be handled in the same timeframe and manor as stated above for Assessments.
 - j. There will be a \$10.00 certified mail fee assessed to the account for each certified letter.
2. All Collection expenses and interest incurred shall be the sole responsibility of the property owner. Good faith agreements to resolve delinquent assessments may be considered by the Board of Directors on an individual basis following the failure of the above process. Initiation and responsibility of such agreement shall rest solely with the Lot owner and shall in no way relieve the owner of any expenses, interest or assessments incurred or accrued.
 3. All funds of the Association will be maintained in the name of ESTATES AT SEVEN HILLS HOA and the Board of Directors of the association shall have direct access to those funds.
 4. The management company shall provide timely updates and reports as necessary to enable the Board of Directors to comply with this policy.
 5. Application of Payments. Payments must be accepted from delinquent owners and the payments will be applied as follows in order of application:
 - a. Third party collection costs that are related to assessments if the account is at lien
 - b. Delinquent assessments oldest first, Association costs of collection, late fees, NSF charges, and interest if any.
 - c. Special assessments or Construction Penalties if any.
 - d. Assessments for common area damage, association repairs to individual property, keys and other Common area access charges in accordance with decisions of the Board of Directors.
 - e. Payments will be applied to fines assessed if the owner designates that a portion of the payment is for those charges.
 6. The Association will notify the collection company or attorney of any payments accepted by the management company.
 7. Proposed Repayment Plan Current assessment(s) must be paid by the due date in addition to repayment of the past due amounts in accordance with the repayment plan outlined below. All repayment plans offered in this collection policy will schedule repayment of the past due amounts in full within three (3) months. *(This is in addition to the payment of the current assessments until the past due amounts are paid in full.)*

The Estates at Seven Hills

Rules and Regulations

8. Dispute of an assessment A dispute of an assessment must be submitted by the owner in writing. The following information must be provided in the written dispute:
- Owner's name, mailing address, and account number.
 - The amount that is disputed.
 - Reason for the dispute.
 - Copies of cancelled checks or other documentation that is referenced in the dispute. The Board of Directors will make the final decision on resolution of the dispute.

Enforcement and Penalty Policy

1. Any Owner has the right to enforce the Governing Documents including the Restrictions and the Rules and Regulations. All concerns from Owners submitted to the Association alleging a violation of the Governing Documents by another Owner, Tenant, Guest, Invitee, Vendor or anyone using the property, MUST be submitted in writing; NO EXCEPTIONS. The Association shall follow the procedure stated below unless the Association deems the violation creates an emergency or is a violation of the Association's health, safety and welfare. If such a breach or emergency is deemed to have occurred, the Association may take any and all lawful steps to cure the emergency or violation of the health, safety and welfare of the community. Upon receipt of a written complaint the Association may proceed with any or all of the violation notices depending upon the severity of the violation as deemed by the Association.
 - a. Courtesy Notice: If the Association received written notice that an Owner, Tenant, Guest, Invitee, Vendor or Other person has violated the Governing Documents, the Association shall issue a Courtesy Notice or Violation Notice to the Owner of the Property identifying the specific violation of the Governing Documents and requesting that the Owner bring the property into compliance with the Governing Documents.
 - b. Compliance Notice: If the violation is not cured within fourteen (14) days of the receipt of the notice alerting the Owner of the violation by the Owner, Tenant, Guest, Invitee or Vendor, the Association may issue a second notice, referred to as a Compliance Notice, reminding the Owner of the violation and requesting compliance with the Governing Documents.
 - c. Hearing Notice: If the violation is not cured within fourteen (14) days of the receipt of the Compliance notice alerting the Owner of the violation by the Owner, Tenant, Guest, Invitee or Vendor, the Association may issue a Hearing Notice. The Hearing Notice will notice the Owner of the date, time and place of the Hearing. The Hearing is the Owner's opportunity to address the alleged violation in person with the Association.
 - d. Hearing Process: Upon hearing all available information to the alleged violation, if the Association deems that a violation is occurring or has occurred, the Association may levy any and all penalties or sanctions allowed by law in order to enforce the Governing Documents. The penalties and/or sanctions shall be within the guidelines stated below unless the violation is deemed to be a violation of the health, safety and welfare of the Association.
 - i. First Violation: \$25-\$100 depending on the severity of the violation or maximum fine allowable by law.
 - ii. Second Violation: \$50-\$100 depending on the severity of the violation or maximum fine allowable by law.
 - iii. Third and Successive Violations: \$100 – All after the second violation may be deemed to be a continuing violation and may be assessed at the maximum rate allowed by law until the property is brought into compliance with the Governing Documents (or the violation is cured).

The Estates at Seven Hills

Rules and Regulations

- iv. Construction Time Limit Violations: \$100 each seven (7) day period for failure to start construction and \$100 each seven (7) day period for failure to complete construction in accordance with the Governing Documents. The Association reserves the right to levy the maximum construction penalty allowable under the Governing Documents and/or Nevada Revised Statutes.
 - v. Maintenance Violation: In addition to levying a fine the Association may, in accordance with the Governing Documents, enter an Owner's property to repair, replace or maintain the property and directly assess the Owner the full cost of the expense of repairing, replacing or maintaining the property.
 - vi. Suspension of Voting Rights: Where appropriate, in addition to levying a fine or other sanction, the Association may suspend the voting rights of an Owner in accordance with the Governing Documents.
 - vii. Violation of the Health, Safety or Welfare of the Association: The Association may impose the maximum allowable fine, penalty or sanction allowed by law for any violation of the health, safety or welfare of the Association by an Owner, his or her Tenant, Guest, Invitee, Vendor or any other person entering upon the property.
 - viii. For certain violations, if the Hearing Committee determined in accordance with this policy that a violation has occurred, fines shall be assessed from the first occurrence, including those indicated on the courtesy notice and compliance notice, if the violation or behavior has been determined by the hearing committee to potentially impact the health safety and welfare of residents.
 - ix. After the hearing, if the Hearing Committee determines that a violation has occurred, and if the violation is not cured within 14 days of the hearing, then the Hearing Committee may deem the violation a "continuing violation" and may impose an additional fine for each 7-day period or portion thereof that the violation is not cured. Any additional fine may be imposed without notice or the opportunity to be heard.
 - x. After the hearing, if the Hearing Committee determines that a violation has occurred, in the event of any recurrence of the same violation within the 90-day period immediately following the subject violation, the Hearing Committee may consider the original violation not cured, and may deem it a "continuing violation" and may impose an additional fine for each 7-day period or portion thereof that the violation is not cured. Any additional fine may be imposed without notice or the opportunity to be heard.
 - xi. Fines for Violations of the Governing Documents: Fines for violation of the Governing Documents may be assessed in accordance with the fine schedule outlined in the Rules and Regulations as may be amended from time to time following notice and a hearing. Payments for satisfaction of fines will be applied as stated in 5 (e) above. The Association cannot foreclose a lien based on a fine for violation of the Governing Documents.
2. Dispute of a fine A dispute of a fine must be submitted by the owner in writing. The following information must be provided in the written dispute:
- Owner's name, mailing address, and account number.
 - The amount that is disputed.
 - Reason for the dispute.
 - Copies of cancelled checks or other documentation that is referenced in the dispute. The Board of Directors will make the final decision on resolution of the dispute.