



MONTEREY

AT THE LAS VEGAS COUNTRY CLUB
HOMEOWNERS ASSOCIATION

BOARD OF DIRECTORS RESOLUTION #07-01

IMPLEMENTATION OF
LEASE RESTRICTIONS
ADOPTED BY THE BOARD
OF DIRECTORS ON
DECEMBER 4, 2007
REVISED/UPDATED March 8, 2016
REVISED/UPDATED May 14, 2019

1 WHEREAS, the Monterey at the Las Vegas Country Club Homeowners Association is
2 a Nevada non-profit corporation, governed by the laws of the State of Nevada, including
3 Nevada Revised Statutes ("NRS"), Chapter 116, which governs common-interest
4 communities in Nevada; and

5
6 WHEREAS, NRS 116.335 provides that "except as otherwise provided in the
7 declaration, an association may not require a unit's owner to secure or obtain any
8 approval from the association in order to rent or lease his unit."

9
10 WHEREAS, the Declaration of Covenants, Conditions and Restrictions and Grant and
11 Reservation of Easements for Monterey at the Las Vegas Country Club (the CC&R's)
12 reads, in pertinent part, as follows:

13
14 All leases and rental agreements shall be in writing and subject to the
15 requirements of the Documents and the Association. Prior to entering into
16 any lease of a Unit, the Owner shall submit the lease for approval by
17 the Board of Directors. No more than thirty percent (30%) (551 units x

2897 Loveland Drive #3401, Las Vegas, NV 89109
Phone: (702) 735-3143 Email: montereyresidentservices@levelprop.com

0.30 = 165) of the Units within the Property shall be leased or rented at any given time, as determined by the Board of Directors in its discretion. The Board of Directors may deny approval of a lease based on any restriction imposed on such lease as set forth herein, including without limitation, the restriction that no more than thirty percent (30%) (551 units x 0.30 = 165) of the Units within the Property may be leased at any given time.

WHEREAS, the aforementioned provision establishes a lease restriction within Monterey at the Las Vegas Country Club (the "Community," "HOA," or "Association") such that at no time shall more than thirty percent (30%) of the total Units in the Community be leased; and

NOW, THEREFORE, it is hereby resolved that the Board of Directors of the Association hereby adopts the following policy and procedure for implementation of the lease restriction within the Community:

1. For purposes of determining whether a Unit is being rented, the following uses shall NOT be deemed to be a rental Unit:

a. The Unit is being used as a second home by the Owner and the Unit is not otherwise occupied during the Owner's absence from the Unit;

b. The Unit is vacant;

c. The Unit is occupied by family members. For the purpose of this provision "family member" is defined to be any person, who is related by blood, adoption, or marriage within the third degree of consanguinity or affinity to the Owner, the Owner's spouse, domestic partner, parent, sibling, or child;

d. The Unit is occupied by the owner of the unit, or a shareholder, member, manager, officer, executive, employee, beneficiary, trustor, or trustee of any business entity or trust that owns the Unit, or any person who is related by blood, adoption, or marriage within the third degree of consanguinity or affinity to any such shareholder, member, manager, officer, executive, employee, beneficiary, trustor, or trustee of any business entity or trust;

e. Other exceptions, as deemed appropriate by the Board of Directors, in its sole discretion, on a case-by-case basis; and subsequently adopted by the Board of Directors.

2. In order to determine whether a Unit is eligible to be leased, the Owner must contact the Association at the Community Association Management Office.

62 3. If at the time the Owner contacts the Association at least thirty percent (30%)
63 of the Units within the Community are already leased, then the inquiring Owner's Unit
64 is not eligible for lease. The Association shall maintain a list of Unit Owners that
65 desire to lease their Units ("Leased Units Waiting List"). Names will be added to the
66 Leased Units Waiting List based solely on the date/time that the community association
67 manager receives a signed and dated Leased Units Waiting List Form from an Owner
68 of the Unit to place his or her Unit on the Leased Units Waiting List.

69
70 4. There is no charge for placing a Unit on the Leased Units Waiting List.

71
72 5. Units that are already rented may not be placed on the Leased Units Waiting
73 List. Units will be removed from the Leased Units Waiting List upon: (a) sale of the
74 Unit, (b) a written request from the Owners, or (c) the Unit is added to the Leased Units
75 List.

76
77 6. The purchaser of a Unit that was previously included on the Leased Units
78 Waiting List must submit a Monterey Leased Units Waiting List Form consistent with
79 Paragraph 4 above. The Unit will be placed at the bottom of the Leased Units Waiting
80 List.

81
82 7. If the number of leased Units within the Community drops below thirty percent
83 (30%), then the Association shall notify, in writing, the first person on the Leased
84 Units Waiting List that his or her Unit is eligible to be leased. Notification of rental
85 eligibility letters will be sent by Certified Return Receipt mail. Owners have 10 business
86 days (30 days if International) to confirm with the HOA in writing they are planning
87 to rent the Unit. The Owner shall have sixty (60) days from the date of the written notice
88 of Unit eligibility to lease the Unit and to submit a written lease agreement. If a written
89 lease agreement is not received within sixty (60) days from the date of the letter issued
90 by the Association, then the Owner will no longer be eligible to rent the Unit and must
91 reapply to be placed back on the Leased Units Waiting List consistent with Paragraph
92 4. The next Unit Owner in order shall be notified that his or her Unit is eligible to be
93 leased.

94
95 8. The Owner of a Unit on the Leased Units List shall immediately notify the
96 Association, by contacting the HOA Office, when the Unit becomes vacant. If a Unit
97 is leased consistent with the rental restriction set forth in this Resolution but
98 subsequently becomes vacant for any reason, then the Owner of the Unit shall have 60
99 days from the date that the Unit became vacant to re-lease the Unit and provide the
100 Association with a copy of the new lease. If the Unit is not leased and a copy of the
101 new lease is not provided to the Association within 60 days after the Unit became
102 vacant, then the Unit is no longer eligible to be leased. Upon receipt of a written
103 request by the Owner of the Unit, the Unit will be placed at the bottom of the Leased
104 Units Waiting List, as set forth in Paragraph (4) above.

105

106 9. When a unit on the Leased Units List is sold, the new owner shall bring in a new
107 lease from the same tenant and the unit will remain on the Leased Units List as long
108 as the tenant remains with a valid lease. Upon the existing tenant vacating the Unit,
109 the Unit will be removed from the Leased Units List and the new owner must submit a
110 signed Monterey Leased Units Waiting List Form for the unit to be placed on the
111 Leased Units Waiting List.

112

113 10. The Board of Directors are empowered with the right to enforce the lease
114 restrictions set forth in the CC&R's. The Owner of a Unit on the Leased Units List is
115 responsible for keeping a valid lease on file. Any Owner who fails to provide the
116 Association with a copy of the lease on a Unit may be deemed to forfeit the right to
117 be eligible to rent the unit. Owners with tenants on a month-to-month lease will
118 periodically be requested to update tenant information in writing.

119

120 11. If an Owner leases a unit in violation of the lease restrictions as set forth in the
121 CC&R's, the Owner is subject to legal action by the HOA, including without limitation,
122 declaratory or injunctive relief, or both, in a court of law.

123

124 12. If an Owner leases a Unit and the tenant commits a violation of the governing
125 documents, the Owner is responsible to ensure the violation is corrected and any fines paid
126 within 60 days of being assessed. If a violation is not corrected or a fine not paid within
127 60 days, such shall be grounds for the Board of Directors to remove the Unit from the
128 Leased Units List or Leased Units Waiting List and the Unit is not eligible to be placed on
129 either list until such time as the Board of Directors approves. Further, the failure to pay
130 assessments (60 days delinquent) on any unit in the Community will also result in forfeiture
131 of the opportunity to rent any unit until such time as the Board of Directors approves.

132

133 This Revised Resolution will go into effect thirty (30) days from the date of the mailing
134 of the Revised Resolution to the owners within the Community.

135

136 DATED: this 14th day of May 2019.

137

138 **Monterey at the Las Vegas Country Club**
139 **Homeowners Association**

140

141

By: David Bonnesar

142

Its: **President**

143

144

By: Tony C. Papam

145

Its: **Treasurer**

146

147

By: AM

148

Its: **Secretary**