



# MONTEREY

AT THE LAS VEGAS COUNTRY CLUB

## **Rules & Regulations**

**Approved 7/10/18**



## **RULES & REGULATIONS**

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## **I. PREAMBLE**

The purpose of the Rules and Regulations is to establish the basic standards of conduct required of all members of the Monterey At The Las Vegas Country Club Homeowners Association (Monterey Homeowners Association), their tenants, guests, employees and contractors in order that every homeowner may enjoy to the fullest his/her individual rights, while respecting the rights of others to the quiet and peaceful occupancy of their homes and the use of common areas and facilities. While each owner has all the rights, privileges and responsibilities of ownership, use of common areas of the Association are shared with all the owners and lessees. The Rules and Regulations are a continuous work in progress and may be amended by the Monterey Homeowners Association (HOA) Board of Directors. If a homeowner has concerns, please come to the Monterey HOA office (Unit 3401) to obtain a current copy of the Monterey Rules and Regulations.

## **II. ADMINISTRATION**

To ensure the protection of these rights and preservation of the value and amenities of the common areas, the Developer filed with the Clark County Recorder's Office a Declaration of Covenants, Conditions and Restrictions (CC&R's), recorded in May 2005, Book/Instrument No.20050204-0003560 to which every property owner in the Monterey HOA is legally bound.

The Board of Directors of the Association hires a professional management company to administer the affairs of the Association. A Community Manager is assigned to our Association and reports to and is responsible solely to the Board of Directors. The Manager does not make or change policy, procedures or Rules and Regulations; such authority being exclusively reserved to resolutions passed by the Board of Directors. The Community Manager shall be qualified to administer the affairs of the Association in compliance with Nevada Revised Statutes (NRS) 116, Nevada Administrative Code (NAC) 116 and industry standards as set forth by the Community Associations Institute (CAI).

The Rules and Regulations may be amended at any regular Board of Directors legally constituted meeting of the Association, provided that no rule or amendment shall become effective until 30 days after the notification of said rule or amendment is distributed to each owner. All Board members are indemnified for any decision made in good faith, in the business judgment of such Board members.

The Rules and Regulations will be given through a resale package and will be supplied to new owners within the Community. A copy of the Rules and Regulations shall be maintained in the Monterey HOA Office (Unit 3401) for inspection during normal office hours. Copies of the Association documents may be purchased in accordance with NRS 116.

The conduct of homeowners, their family members, guests, tenants, agents, employees, and contractors is governed by the governing documents, including these Rules and Regulations, and the CC&R's. Additionally, each homeowner is responsible for the conduct of their family members, guests, tenants, agents, employees, and contractors while upon or using the common areas and are responsible for any damage to such common areas or any nuisance or violation of such governing documents and Rules and Regulations.

The Rules and Regulations are supplemental to the CC&R's, the Articles of Incorporation, and the By-Laws of said Association. Nothing contained in the Rules and Regulations shall amend or modify the foregoing documents.

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### III. USE OF PROPERTY & COMMON AREAS

1. The use of each Unit is restricted to that of a single family residence.
2. Owners will reimburse the Association for any damages to any other Unit or to any common elements caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his or her Unit or to those common elements for which such owners are responsible.
3. No improper, offensive or unlawful use may be made of the property (Units and community property).
4. All owners shall maintain their Units in a clean and well maintained condition.
5. No storage of trash will be permitted in or outside any Unit which may cause the spread of fire, odors, seepage or encouragement of vermin.
6. No garbage or refuse may be placed or left in the common elements except in receptacles provided for use.
7. Laundry and clotheslines are not allowed within the balcony or patios areas of any Unit.
8. No refrigerators, boxes, refuse or debris or other items which may be deemed storage items may be placed on balconies or patio areas where they can be seen.
9. No planting may be done in the common elements by any Unit occupants.
10. There shall be no obstruction of the common areas, nor shall anything be kept or stored in the common area, nor shall any common area be altered without prior consent from the Board of Directors.
11. Nothing shall be done to or kept on any Unit or improvement thereon that might increase the rate of, or cause the cancellation of insurance for the improvement Project, or any portion of the improvement Project, without the prior written consent of the Board of Directors.
12. No Owner or Lessee shall permit anything to be done or kept in his or her Unit or any improvement thereon that violates any of the restrictions contained in this Declaration or any law, ordinance, statute, rule, or regulation of any local, county, state or federal body, including, without limitation, local ordinances relating to zoning and building codes.
13. No barbecue equipment which uses open flame (including wood, charcoal, propane, and butane gas) will be permitted or stored on patios, balconies, or any common areas. Electric BBQ's are allowed. No fire pits are allowed in any case.
14. Walkways, hallways, stairs, and landings must not be obstructed by any additions, alterations, or storage in and to the common areas.
15. All window coverings which can be seen from the outside of the Unit must be white or off-white. Draperies must have a white or off-white backing.
16. No aluminum foil, sheets, blankets or any other item not designed as a window treatment may be used as window coverings in any Unit.

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17. No lighting can be placed in common areas with screws, nails, or staples. Cable ties, twist ties, and other non-intrusive and non-damaging attachments are acceptable.
  18. No fuel-powered motorized vehicles are allowed to be stored on any balcony, patio, front landing or interior of any Unit at any time.
  19. No combustible liquids are to be stored on any balcony, front landing, patio or the interior of any Unit at any time.
  20. Furniture and furnishings specifically designed for indoor use is not permitted on balconies or patios under any circumstances.
  21. Outside bamboo shades will not be permitted.
  22. Hanging plants, bird feeders, wind chimes, etc. are not allowed to be affixed to any common area such as overhangs, ceilings, patio, and balcony walls.
  23. No storage or items of any type may be stored or placed on any landing for any length of time.
  24. Security doors are not permitted as they can cause structural damage due to being attached to the building.
  25. Window tinting or film will be allowed up to a visible light transmittance greater than or equal to 50%.
  26. No homeowner or lessee may string electrical wire across or through a common area for the purpose of connecting or charging any kind of battery or other energy-storing device, including but not limited to, those used in motor vehicles, bicycles, and recreational vehicles.
  27. Only residents and or guests of residents are permitted to use the Monterey community amenities. (Laundry Facilities, Fitness Center, Swimming Pools, Hot Tub, and BBQ Grills).

#### **IV. PETS**

1. No more than two (2) pets may be maintained in a Unit.
2. Pets may be maintained in conformity with applicable laws and regulations.
3. Pets must not weigh more than 30 pounds each.
4. Pets must not be left unattended on any porches or balconies, and in motor vehicles.
5. Pets must not be a nuisance to other Units.
6. Barnyard or exotic animal, spiders, reptiles are not allowed within any Unit.
7. Pets may not be kept for any commercial purpose.
8. Service animal dogs or "assistance animal" dogs are allowed on property so long as: a) the dog is under control of the handler; and b) the dog is housebroken.
9. No pet shall be permitted outside of their owner's Unit unless attended by an adult and on a leash not more than six (6) feet long.

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10. Pets are not allowed to be walked or taken on or about any recreational facilities including but not limited to, community pools and fitness facility contained within the Monterey HOA property.
  11. Unit owners or lessees must pick up all solid wastes from their pets and dispose of appropriately.
  12. Pet feeding stations may not be left outside as it will draw other animals and vermin into the community posing a health concern.

## **V. PARKING**

1. No owner or lessee may have in excess or regularly park more than two (2) cars on the property.
2. Car Covers are permitted if:
  - a. The homeowner obtains a car cover permit from the Monterey HOA.
  - b. The rear license plate is visible at all times from the street or the parking lot.
  - c. The cover is in good condition and of a neutral color and must be securely covered.
  - d. A permit is obtained from the Las Vegas Country Club Masters Association (Unit 3809), and if the car cover will be in place for over 30 consecutive days.
3. Moving vehicles such as U-Haul trucks, utility trailers, furniture movers or pods are permitted on the property between the hours of 7:00 a.m. and 6:00 p.m. for the purpose of loading and unloading only.
4. Any resident wishing to place a pod on property must obtain a "pod request form" from the Monterey HOA office (Unit 3401) and return the completed form along with a \$200 deposit prior to the pod arriving on the property. It is suggested that residents allow 72 hours for approval prior to scheduling delivery of the pod.
5. Pods may only remain on the property from 7:00 a.m. until 6:00 p.m. for only one day. If additional time is needed, the request must be approved in advance by the Board of Directors. If residents anticipate the need for additional time, it is suggested that 72 hours be allotted for approval.
6. If a pod remained on property longer than the allotted time, the resident will be subject to forfeiting the deposit of \$200. Monterey HOA and Las Vegas Country Club Master Association must be notified at least 24 hours in advance of all deliveries.
7. Any Owner who uses Monterey HOA bicycle racks must register bicycles with the Monterey HOA and have bicycles affixed with an identification decal. The bicycles in the racks must be in proper working order with inflated tires. Bicycle racks are designed and intended solely for those using bicycles. All other items such as motorized vehicles, baby strollers, and storage items are prohibited.
8. Owner's with bicycle at Monterey HOA bicycle racks without an identification decal will be noticed and must come into Monterey HOA Office to register the bicycle. If the bicycle is not registered within seven (7) days, the bicycle will be removed from Monterey HOA bicycle rack and placed in HOA storage. If bicycle is not claimed within 30 days of being placed in storage, the bicycle will be subject to disposal.
9. All vehicles on property are subject to removal if:

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- a. Parked within the common areas of the Monterey HOA.
  - b. Parked within a fire lane or in front of a fire hydrant.
  - c. Poses an imminent threat of causing substantial adverse effect on health, safety, or welfare.

10. Car washing and major maintenance or repair of vehicles is not permitted in Monterey parking lots and other common areas.

## **VI. NUISANCES/EXCESSIVE NOISE**

1. No noxious, offensive, dangerous or unsafe activity shall be conducted in any Unit, nor shall anything be done, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants of other Units.
2. No owner or occupant of a Unit shall make or permit any disturbing noises nor do or permit anything to be done by others that will interfere with the rights or convenience of other owners or Unit occupants.
3. No Unit's owner, guest, or tenant shall threaten, harass or engage in a course of conduct against any management employee, Board of Director, or any agent of the Association.

## **VII. RENTAL OF UNIT**

1. A Unit may not be conveyed pursuant to a time-sharing plan.
2. A Unit may not be leased or rented for an initial term of less than thirty (30) days.
3. All leases and rental agreements shall be in writing and subject to the requirements of the Governing Documents and the Association. Prior to entering into any lease of a Unit, the owner shall submit the lease for approval by the Board of Directors.
4. No more than thirty percent (30%) 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%) of the Units within the Property may be leased at any given time.
5. All leases of a Unit shall include a provision that the tenant will recognize the Association as landlord, solely for the purpose of having the power to enforce a violation of the provisions of the Governing Documents against the tenant, provided the Association gives the owner notice of its intent to so enforce and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action.
6. Notwithstanding the foregoing, the Owner shall be responsible for the action of any tenant, guest, invitee, contractor, employee, or any other person on the Property at the owner's request or for the owner's benefit.
7. The Owner of a leased Unit is responsible for keeping a valid lease on file with the Monterey HOA. The failure to keep a valid lease on file may result in the unit being excluded from the rental list.

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8. Owner with a lessee on a month-to-month lease will periodically be asked to update lessee, vehicle, pet, and unit information with the Monterey HOA. Failure to update lessee information will result in a compliance violation.

## **VIII. MAINTENANCE OF PROPERTY**

1. Except for portions that the Association is required to repair, maintain, and replace each owner shall maintain, repair, replace all portion of the owners unit, including without limitation, any pipes, lines or other equipment related or appurtenant to the fixtures and equipment servicing any dwelling Unit, any air conditioning apparatus serving such owner's dwelling Unit exclusively.
2. Exterior surfaces, trim, siding, doors, and windows must be properly maintained by those who reside within individual property where said items are located.
3. Mailboxes, name plates, and exterior lighting controlled from the Unit will be the responsibility of the dwelling units and must be properly maintained.
4. Any patio or balcony must be maintained by Unit owner for the general cleaning, plant care and the upkeep of the appearance of the area(s). Plants, shrubs, and trees within the patio areas of a Unit are the responsibility of the Unit owner. No owner may maintain foliage on any porch, patio, or balcony that comes in contact with a building, obstructs a neighbor's view, or is up against a patio enclosure.
5. Each owner shall be responsible for the routine upkeep of and the removing of leaves and debris from all patios, balconies, and front landings which is a limited common element.

## **IX. SIGNS, FLAGS & DECORATIONS**

1. No signs or commercial advertising including, but not limited to, real estate signage is allowed which is visible from the outside a Unit.
2. The acceptable time frame for wreaths, and any fall and winter holiday decorations is October 15<sup>th</sup> through January 15<sup>th</sup>. Fourth of July wreaths and decorations are permitted June 24<sup>th</sup> through July 10<sup>th</sup>.

## **X. FITNESS CENTER**

1. All persons using the fitness center are requested to keep all noise to an absolute minimum.
2. All persons using the fitness center are requested to wipe down machine after each use for sanitary and cleanliness for all residents.
3. All persons using the fitness center must not clank or be rough with equipment during reps or sets.
4. All persons using the fitness center are required to, at all time wear proper workout attire.
5. The purpose of the fitness center is solely for the use of fitness and is not to be solely used as an area to just watch television or use the restroom areas to shower.
6. All persons using the fitness center must make sure door to fitness room is closed at all times. Do not prop open the door to fitness room.



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7. All guests must be accompanied by their resident hosts at all times while using the fitness center. Residents are requested to use judgment in limiting the number of their guests to assure that the facility is readily available for use by other residents and their guests.

8. All individuals 16 years or younger must be accompanied by an adult. Adults and the owner of the associated unit are responsible for the behavior of the underage individual. Horseplay is not allowed.

## **XI. SWIMMING POOLS AREAS**

1. All persons using the pools and pool deck are requested to keep all noise to an absolute minimum.

2. All guests must be accompanied by their resident hosts at all times while using the swimming pools. Residents are requested to use judgment in limiting the number of their guests, especially on weekends and holidays, to assure that all pool facilities are readily available for use by other residents and their guests.

3. Swimmers may not enter the pools dressed in jeans, diapers, training pants, etc. All persons using the pools must be in swim suit attire.

4. No glass containers are allowed in the pool areas (beverages in plastic containers are acceptable). Cooking or grilling in the pool areas is prohibited.

5. Each resident should note, and caution his or her guests, that no lifeguard is on duty. Anyone using the pool facilities does so at his or her own risk. For safety, it is advisable not to use a pool alone.

6. No pets are allowed inside the pool enclosure fence.

7. Those using the pools should remove all personal belongings when leaving the pool area and place all rubbish in containers provided.

8. Horseplay, including running, is dangerous in the pool areas and is prohibited at all times.

9. Gates must remain locked at all times. Do not prop open gates.

10. Pool furniture within the confines of pool area is not allowed to be removed from pool area enclosure.

11. No smoking is allowed within pool area.

## **XII. LAUNDRY FACILITIES**

1. Laundry facilities are to be used solely by Monterey residents and owners.

2. No outside or invited guests are eligible to access or use the laundry facilities.

3. Do not leave laundry in facilities for an extended period of time after laundry is completed.

4. Do not leave facilities dirty after use. Please throw away all trash and debris in the trash containers and keep the door closed when you are not inside.

## **XIII. IMPROVEMENTS, REPAIRS AND ALTERATIONS**

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1. Alternations, including but not limited to windows, A/Cs, flooring, and structural and exterior changes must be approved by the Monterey HOA before construction can begin. Any homeowner considering remodeling, repair, renovation, or improvement of a unit should obtain application forms and current requirements from the management office (Unit 3401).
  2. Construction must be completed in a timely manner. The construction agreement requires a proposed completion date.
  3. The owner is responsible for any damage to the common area resulting from the work of the contractor, and the homeowner shall compensate the Monterey HOA for any extra expense incurred by the Monterey HOA as a result of any damage by the contractor.
  4. Construction must be completed Monday to Friday, 7 AM to 6 PM.

#### **XIV. SCHEDULE OF FINES**

##### **HEALTH, SAFETY & WELFARE (Not limited by NRS 116)**

If a violation poses and imminent threat of causing a substantial adverse effect on the health, safety or welfare of the Unit's owners or residents of the common interest community, the amount of the fine must be commensurate with the severity of the violation and must be determined by the executive board of directors in accordance with the governing documents.

For the following violations, there will be a courtesy notice mailed to the homeowner, the property management company, and the tenant if applicable. The violation should be corrected immediately and the response returned to the Monterey HOA. The violation will be re-inspected after 14 days and if not corrected, the homeowner will be called to a hearing which will occur at the next Executive Session of the Board of Directors which generally occurs before the regular Board of Directors Meetings held the 2<sup>nd</sup> Tuesday every other month beginning in January. The homeowner has the right and is encouraged to appear at the hearing.

Initial fines will be levied during the executive session of the board. If the violation is not corrected within the two week grace period, the fine will be reoccurring after a two week grace period. For fines that are observable from common area or dealing with completion of paperwork fines will reoccur every week for the same amount as the initial fine. For violations based on occurrence, fines will be levied each time an occurrence is verified, limited to once a week.

##### **USE OF PROPERTY & COMMON AREAS - \$50**

##### **PETS - \$100**

##### **PARKING - \$50**

##### **NUISANCE/EXCESSIVE NOISE - \$50**

##### **RENTAL OF PROPERTY - \$100**

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**MAINTENANCE OF PROPOERTY - \$50**

**SIGNS, FLAGS & DECORATIONS - \$50**

**FITNESS CENTER - \$50**

**SWIMMING POOL AREAS - \$50**

**LAUNDRY ROOM FACILITIES - \$50**

**IMPROVEMENTS, REPAIRS ALTERATIONS OF PROPERTY - \$100**

**DELINQUENT FINE POLICY**

All fines are levied against an owner's account according to the Governing Documents and Fine Schedule. Fines are due and payable within thirty (30) days after the hearing decision has been rendered. All fines are to be paid in the form of check, money order or cashiers check.

Should the balance of unpaid fines equal or exceed \$1,000 (one thousand dollars) a 60 Day Notice will be mailed to the homeowner via regular, first class U.S. mail as well as Certified Return Receipt Requested U.S. mail. The homeowner will be given thirty (30) days from the date of the 60 Day Notice to pay the amount due and owing in full.

If the amount is not paid in full an Intent to Lien Notice will be mailed to the homeowner via regular, first class U.S. mail as well as Certified Return Receipt Requested U.S. mail. The homeowner will be given thirty (30) days from the date of the Intent to Lien Notice to pay the amount due and owing in full.

All fines that remain unpaid after thirty (30) days of the date of the Intent to Lien Notice shall be subject to a Notice of Delinquent Assessment Lien on the property.

These Rules & Regulations will go into effect thirty (30) days from the date of the mailing of the Rules & Regulations to the owners within the Monterey Community.

Dated the 10<sup>th</sup> of January 2017.

**Monterey At The Las Vegas Country Club Homeowners Association**

By: David Bonneson  
President

By: [Signature]  
Treasurer

By: [Signature]  
Secretary