

**Rules and Regulations**  
**Cadence Residential Community Master Association**

Order: RLF8PMGR6  
Address: 157 Volti Subito Way  
Order Date: 05-22-2023  
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CADENCE COMMUNITY  
ASSOCIATION

# RULES AND REGULATIONS

**REVISED, EFFECTIVE August 13, 2017**

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## TABLE OF CONTENTS

	Page
I. INTRODUCTION	3
II. GENERAL	4
III. ANIMALS	4
IV. BUSINESS ACTIVITY (unit usage)	5
V. CODE OF CONDUCT	5 – 6
VI. COMPLIANCE AND ENFORCEMENT	6
VII. CONSTRUCTION/MAINTENANCE HOURS	6
VIII. COMMON ELEMENT USE	7 - 8
IX. GARAGE SALES	8
X. HOLIDAY DECORATIONS AND ACTIVITIES	8
XI. ILLEGAL ACTIVITY	9
XII. IMPROVEMENTS	9 - 10
XIII. LEASING OF UNITS	10 – 11
XIV. MEMBERSHIP CARDS	11 - 13
XV. NOISE CONTROL	13
XVI. PROPERTY MAINTENANCE STANDARDS	13 - 14
XVII. SIGNAGE	14 - 15
XVIII. SPORTS APPARATUS	15
XIX. SWIMMING POOLS	15 - 17
XX. TRASH REGULATIONS	17
XXI. USE OF ALLEYWAYS	17 - 18
XXII. VEHICLE AND PARKING REGULATIONS	18 - 20

## INTRODUCTION

The Cadence Residential Community Master Association (Master Association) Board of Directors (Board) establishes Rules and Regulations (Rules) under the authority granted in Section 3.2 of the Declaration of Covenants, Conditions, and Restrictions (“CC&Rs”). The Rules expand on the concepts and provisions of the CC&Rs. In the event of a conflict, the CC&Rs shall prevail. After proper notice of proposed action, these rules may be amended by a majority vote of the Board and any amendments shall become effective upon thirty (30) days written notice to the members.

The Rules are established to maintain the Common Elements for the safety, convenience and enjoyment of the Master Association’s members and their guests. The Rules are applicable to members and their invitees and licensees who include but are not limited to guests, tenants and contractors. Members are responsible for the actions of their invitees and licensees.

All members in good standing have the right to enjoy the Master Association’s Common Elements and they must do so while respecting the rights of others. It is the responsibility of the Board to apply the Rules equitably to the benefit of a majority of members. Members shall be responsible for the conduct of their guests, both personally and financially.

The Master Association management and/or security staff shall direct the attention of members and invitees to violation of Master Association Rules and, when necessary, report such actions to the Board. Individuals who violate the Rules shall, after notice and hearing before the Board or an appropriate hearing panel, be subject to fines and other continuing or progressive sanctions as more fully outlined in the Master Association’s Fine Policy.

Capitalized terms as used herein shall have the meanings set forth in the CC&Rs. This document shall not supersede any requirements set forth in the CC&Rs, the Development Standards, Development Agreement or Design Guidelines. In the event of a conflict between the Rules and the Design Guidelines, then the Design Guidelines control.

The following shall apply to all property subject to these CC&Rs until such time as they are modified pursuant to Section 3.2 of the CC&Rs, including Custom Lots, Multi-Family Lots and Mixed-Use Lots.

## **GENERAL**

The property subject to this CC&Rs shall be used only for residential, recreational, and related purposes with the Development Agreement, Development Standards, CC&Rs, Design Guidelines and any amendments thereto.

## **ANIMALS**

**Breeding** – No animals of any kind shall be raised, bred, or kept for any commercial purposes on any Unit. Livestock, poultry, farm animals and exotic animals are prohibited.

**Concern** – Residents who are disturbed by another Resident’s pet(s) are urged to contact the owner of the pet. If this effort does not resolve the issue, a complaint should be filed with the City of Henderson Animal Control Department.

**Control** – All pets must be kept within an enclosure, an enclosed yard, or on a leash held by an individual capable of controlling the animal at all times. No animal shall be permitted to roam at large in the Common Elements. Pet enclosures or structures must be approved by the CRDC.

**Feeding Wildlife** – Residents and their guests shall refrain from feeding or harassing wildlife. To avoid attracting unwanted wildlife, vermin and insects, pet food should not be left outdoors. For similar reasons, household garbage must be kept indoors in sealed bags or containers until placed at the curb for collection.

**Injury or Damage** – Residents and their guests are responsible and liable for any personal injury or property damage caused by their pets.

**Litter** – Any pet debris deposited on lawns, sidewalks, paths, or other Common Elements must be removed immediately by the owner of the animal. Residents and their guests are encouraged to carry litter bags when walking with pets. Residents shall maintain their yards to be free of pet debris and odors.

**Nuisance** – The Board can prohibit the keeping of any animal that constitutes, in the reasonable opinion of the Board, a nuisance or danger to any person.

**Number of pets** – No household may keep more than three common household pets, unless approved by the Board.

**Registration** – All pets shall be registered, licensed, and inoculated as required by law.

## **BUSINESS ACTIVITY**

**Use** – No Residential Lot shall be used for any purpose other than single family residential occupancy, except that a Resident residing in a Residential Lot may conduct business activities within the Lot subject all of the following:

- A. The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Residential Lot,
- B. The business activity conforms to the applicable Development Standards, Design Guidelines and zoning requirements,
- C. The business activity does not involve regular visitation of the Residential Lot by employees, clients, customers, suppliers, or other business related visitors or door-to-door solicitation within the Master Association
- D. The business activity is consistent with the residential character of the Master Association and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other Residents of the Master Association, as may be determined in the sole discretion of the Board.

## **CODE OF CONDUCT**

**Purpose:** For the safety, convenience and enjoyment of the Residents and their guests, the Board has established the following rules pertaining to the conduct of Residents and their guests while using the Common Elements or participating in Master Association-sponsored events. Residents are personally and financially responsible for the conduct of their guests.

- A. Individuals shall conduct themselves so as not to jeopardize or interfere with the rights and privileges of other Residents or their guests and shall not compromise the safety of others by their actions.
- B. Residents and their guests shall obey all safety rules and shall discontinue all unsafe activity immediately upon direction from management staff or Master Association contractors.
- C. Individuals shall refrain from loud, profane, indecent or abusive language or acts when addressing other Residents, guests, Board member, management staff or Master Association contractors.
- D. Individuals shall not physically abuse, harass, accost or reprimand any Residents, guests, Board member, management staff or Master Association contractors.
- E. Residents and guests shall not conduct themselves in a manner that interferes with the management of the Master Association.
- F. Residents and guests shall not reprimand or discipline any Board member, management staff or Master Association contractors. Any inattention to duty or lack of courtesy on the part of any management staff or Master Association contractor should be reported to the Manager.

## **CODE OF CONDUCT (continued)**

- G. Residents shall be held personally and financially responsible for intentional or negligent damage to Master Association property inflicted by themselves or their guests.
- H. Residents shall not profit financially from their membership by charging guests for the use of facilities.
- I. Proper dress is required when using the facilities.
- J. Personal computer equipment shall not be used to access, view or transmit pornography.

## **COMPLIANCE AND ENFORCEMENT**

- A. The fines for violation of the Design Guidelines and these Rules are outlined in the Master Association Violation Enforcement Policy.
- B. The following definitions shall apply when determining whether certain conduct falls within the parameters of a general violation or an unsafe, harassing or intentionally malicious violation:
  - 1. Unsafe – a gross deviation from conduct in which a reasonable person would engage; conduct evidencing a conscious disregard for or indifference to the safety of others.
  - 2. Harassing – a course of conduct directed at a specific person or persons which unreasonably alarms or causes substantial emotional distress to such person or persons and serves no legitimate purpose.
  - 3. Intentionally Malicious – conduct engaged in with wrongful motive and with the specific intent to injure another, physically or emotionally.
- C. The Board or its hearing panels may uphold, reduce, suspend or waive listed fines in its sole discretion.
- D. Following a hearing at which a fine and/or other sanction is imposed, without further opportunity for hearing, if the violation is not corrected or the conduct not discontinued, the Association may take designated progressive, cumulative and/or continuing sanctions to enforce its governing documents, including, but not limited to, additional fines and/or suspension of voting and membership privileges.

## **CONSTRUCTION/MAINTENANCE HOURS**

Construction and/or maintenance on any Residential Lot (other than that completed by Participating Builders) is limited to the hours of 6:00 a.m. to 6:00 p.m. Monday through Saturday per the City of Henderson Municipal Code

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## **COMMON ELEMENT USAGE (See also Park Safety and Courtesy Rules)**

**Attire** - Individuals shall be properly dressed for the activity in which they are participating.

**Use** – Master Association Common Elements are for the use and enjoyment of Residents and their guests and are not open to the general public. However, the Declarant may use the facilities for marketing events which are open to the general public.

**Assumption of Risk** - All persons using the Common Elements do so at their own risk.

**Quiet Hours** – Quiet hours of use are from 10:00 PM to 7:00 AM daily except as posted in certain Common Elements.

**Supervision of Children** -Children under the age of 12 must be accompanied by an adult 18 or older when using the Common Elements and under their direct supervision at all times except as posted in certain Common Elements.

**Report of Injuries** - Injuries, accidents or other serious incidents shall be reported to a Master Association management staff member as soon as practicable.

**Photography** - Photography is not permitted inside the locker rooms or rest rooms of the Common Elements. Commercial photography is prohibited unless specifically granted in writing by the Declarant or Board.

**Smoking Prohibited** - Smoking of tobacco and other products is prohibited within the Common Elements. Associated uses of tobacco or other products is prohibited within the Common Elements

**Parking** – Parking at Common Elements is on a first come, first served basis. No reservation of parking is permitted. Illegal parking on the public streets should be reported to the City of Henderson.

**Use and Scheduling** - Within policies established by the Board as they shall from time to time be amended, the Manager shall establish days/hours of operation and the allocation of time and resources to various uses, classes, special events, drop-in, club and special interest group use. For those activities where a user fee is charged, the Manager shall establish a minimum participation level and fee for each class or special event. The minimum participation level shall be the point at which the number of participants times the fee charged will cover program expenses. Activities failing to meet the minimum participation level may be cancelled.

**Reservations** – Reservation of Common Elements for private, personal use is permitted. Please refer to the Common Area Reservation policy for the community.

**Music** - Music may be played for the enjoyment of the Resident and guests but must not interfere with the enjoyment of the Common Elements by other Residents. Loud volumes are not permitted.

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**Food/Beverages** - Food and non-alcoholic beverages are permitted in the Common Elements. No glass containers are permitted.

**Alcoholic Beverages** - It is the intent of the Master Association Board that alcoholic beverages shall not be consumed in the Common Elements, EXCEPT during functions sponsored and paid for by the Master Association, resident reservations or rental functions sponsored by outside entities. Beverages at these functions shall be provided, sold and served by a licensed caterer who holds a valid liquor license or an individual who holds a valid liquor license, both of whom will provide the Master Association with a certificate of insurance naming the Master Association as an additional insured. At no time will Residents or their guests be allowed to bring their own alcoholic beverages (BYOB) into the Common Elements.

In the event that a Resident or their guests is be found to have alcohol in their possession while in the Common Elements, the following actions may or may not take place at the discretion of the Master Association staff in attendance:

- The owner of the liquor will be asked to surrender or remove it.
- In the event the owner refuses to remove the alcohol, he/she will be asked to leave immediately.
- In the event the owner refuses to leave, the Master Association staff may ask the Police to remove the owner. A Notice of Violation will be sent to the Resident in ownership of the alcohol.

## **GARAGE/ESTATE SALES**

Individual garage and estate sales are not allowed. Community garage sales will be at the discretion of the Master Association.

## **HOLIDAY DECORATIONS AND ACTIVITIES**

**Disturbance** – Residents should make an effort to ensure that lights, particularly blinking lights or very bright lights, do not disturb other Residents. Decorations must be maintained in good repair and safe working order.

**Fireworks** – Use and discharge of firecrackers and other illegal fireworks are prohibited, except that the Master Association or Declarant may sponsor or otherwise permit structured and supervised fireworks displays from time to time.

**Locations** – Holiday decorations may not be placed on any structure, tree or plant in any Common Element unless approved by the Reviewer.

**Time** – Holiday decorations may be displayed no more than thirty (30) days prior to the day of the holiday and shall be removed within thirty (30) days after the holiday.

## **ILLEGAL ACTIVITY**

Any illegal activity that violates local, state, or federal laws or regulation is prohibited; however, the Board shall have no obligation to take enforcement action in the event of a violation.

**Firearms** – The discharge of firearms within the Property is prohibited. The term firearms include “B-B” guns, pellet guns, and other firearms of all types and regardless of size.

## **IMPROVEMENTS**

**Gates** – Gates or controlled access devices across any driveway, street, alleyway, trail, or sidewalk within the Master Association are prohibited unless approved by the Reviewer.

**Antennas and Satellite Dishes** – No exterior radio antenna or aerial, television antenna or aerial, microwave antenna, aerial or satellite dish, “C.B.” antenna or other antenna or aerial of any type, which is visible from any street or from anywhere in the Master Association, shall be erected or maintained anywhere in the Master Association. Notwithstanding the foregoing, “Permitted Devices” (defined as antennas or satellite dishes: (a) which are one meter or less in diameter and designed to receive direct broadcast satellite service including direct-to-home satellite service; or (b) which are one meter or less in diameter or diagonal measurement and designed to receive video programming services via multi-point distribution services including multi-channel multi-point distribution services, instructional television fixed services, and local multi-point distribution services) shall be permitted, subject to requirements for location and screening as may be set forth in the Development Standards and/or Design Guidelines, and may also require approval from the City of Henderson.

**Exterior Changes** – Any modification or addition of any item, permanently or temporarily, is prohibited on the outside portions of the Residential Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions the Development Standards and/or Design Guidelines. This shall include, without limitation, signs, basketball hoops, and swing sets and similar sports and play equipment; clotheslines; garbage cans, woodpiles; above-ground swimming pools; docks, piers, and similar structures; hedges, walls, dog runs, animal pens, or fences of any kind; and satellite dishes and antennas, except as otherwise provided for in the CC&Rs, the Design Guidelines or this document.

**Solar Equipment** – No solar equipment, including, but not limited to, solar collectors and solar panels, shall be constructed or installed until approval of the Reviewer has been obtained.

**Wind Equipment** - No wind power systems, wind energy systems or other structures or systems that use wind energy may be installed on any lot, except to the extent prohibited by applicable law and Reviewer approval.

## **IMPROVEMENTS (continued)**

**Temporary Structures** – Temporary structures including, but not limited to, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, and any prefabricated or relocated structure used as a residence, either temporarily or permanently are prohibited unless approved by the Reviewer.

### **Doors/Windows/Screens**

- A. No screen, “burglar bars”, steel or wrought iron bars or similar features, whether designed for decorative, security or other purposes, shall be installed on the exterior of any door or window of any Residential Lot unless
  - Such fixtures are installed by Declarant or Builder, or
  - Such fixtures are expressly permitted by applicable law and comply with the Development Standards and Design Guidelines.
- B. No signs, numbers, or other writing shall be written or placed in the doors or windows of an occupied dwelling unit except as otherwise specifically permitted under the CC&Rs, the Design Guidelines or this document.
- C. All windows of the dwelling on a Residential Lot which are visible from the street or other Residential Lots shall have draperies, curtains, blinds or other permanent interior window treatments and all portions which are visible from outside the dwelling shall be white or off-white in color, unless approved otherwise in writing by the Board. Sheets or similar temporary window treatments in white or off-white may be used for a short time after the transfer of the Residential Lot provided they are removed and replaced with permanent window treatments within one hundred twenty (120) days after the date the deed transferring record title to Residential Lot is recorded.

## **LEASING OF UNITS**

**Purpose:** The Master Association has a need to know who is occupying the units within the Property for the purpose of communicating with residents regarding the community and its rules and regulations.

**Minimum Lease Term:** All leases shall be in writing and for a term of not less than six (6) consecutive months in duration for each tenant. No more than two (2), six month leases are permitted per Unit per calendar year.

**Entirety to be Leased** – Residential Lots shall be leased only in their entirety (except for Carriage Units). Carriage Units may be leased separately from the Dwelling on the same Residential Lot but only if leased in its entirety. No fraction or portion of a Residential Lot (for example, casitas, rooms or garages) may be leased. No structure on a Residential Lot, other than the primary residential dwelling shall be leased or otherwise occupied for residential purposes, except casitas which may be occupied, but not independently or separately leased.

## **LEASING OF UNITS (continued)**

**Obligation to Provide Governing Documents** - The Owner shall provide Lessee copies of the Governing Documents as an attachment to the lease agreement. Copies of the Governing Documents may be obtained from the Master Association office for a fee. If Lessee does not receive a copy of the Governing Documents, documents will be provided to the Lessee and the cost added to the Owner's account.

**Obligation to Comply with Governing Documents** - Any lease shall provide that the tenant and all occupants of the leased unit are bound by and obligated to comply with the Governing Documents.

**Obligation to Provide Copy of Lease** - The Owner shall provide a signed copy of any lease (with the exception of monthly lease charges), and such additional information as may be required, to the Master Association within ten (10) days of its execution.

**Lessee Privileges** - Lessees enjoy the same privileges as Owners except for those rights excluded in NRS 116 or the governing documents, such as the right to vote in Master Association affairs. If the Association issues Membership cards, such cards shall not be issued to a lessee until a copy of a valid lease and then only to those individuals listed as occupants on the lease.

## **MEMBERSHIP CARDS**

**Purpose:** Only residents possessing valid Master Association Membership Cards are entitled to use the Master Association's facilities or participate in Master Association-sponsored events, subject to the rules and regulations established by the Master Association. Master Association Membership Cards are issued at the Master Association's office during regular business hours. One card will access all Master Association private amenities. Residents receive their initial card free of charge. There is a fee for to replace lost, stolen or damaged cards.

Proof of identity and residency in Master Association are required at the time cards are issued. All Master Association Membership Cards must include the cardholder's photograph.

**Occupancy Requirement** - The right to a Master Association Card is based upon occupancy of a Unit. Owners of multiple units may only "occupy" one unit at a time. Any owner who sells, leases or otherwise transfers occupancy of his/her Unit or any card holder member of the owner's household who ceases to occupy the Unit shall provide the Master Association with immediate notice thereof and surrender to the Master Association his/her previously issued Master Association Membership Cards. Likewise, any lessee or member of the lessee's household who ceases to occupy the Unit shall provide the Master Association with immediate notice thereof and surrender to the Master Association his/her previously issued Master Association Membership Cards.

## **MEMBERSHIP CARDS (continued)**

**Proof of Residency** - Proof of residency in the Master Association is required to obtain a Master Association Membership Card. Residency may be established by providing a deed or HUD I or other documentation that shows a Master Association address as the individual's legal residence.

**Good Standing.** In order for a Master Association Membership Card to be issued or to continue to be valid, the owner of the Unit shall be a member in good standing. Master Association Membership cards may be revoked or suspended for the following actions by the Owner, the Lessee, or a member of their respective households:

- Use of false information in obtaining the cards;
- Unauthorized use;
- Violation of governing documents including rules and regulations; and
- Non-payment of assessments, fines and other charges.

**Types of Master Association Membership Cards.** There are two types of Master Association Membership Cards:

- A. Adult Membership Cards – Adult Membership Cards are issued to individuals age 18 or older as outlined below.
  1. Property owners, that is, the individuals named on the deed, shall be issued Membership Cards upon providing proof of ownership in the form of a deed or HUDI settlement statement and payment of all applicable fees (usually collected at settlement) including but not limited to assessments, working capital contribution, and transfer fees . Additional adult members of the owner's household shall be issued Membership Cards upon providing proof of residency (i.e. drivers licenses with Cadence address; bill in individuals name with Cadence address)
  2. Lessees shall be issued Membership Cards upon providing a valid lease that will be kept on file with the Master Association. Cards will only be issued to those individuals who are listed on the lease as occupants of the household.
  
- B. Youth Membership Cards – Youth Membership Cards are issued to individuals age 14 to 18.
  1. Youth who are members of the owner or lessee's household shall be issued membership cards subject to the restrictions outlined above.
  2. No Membership Cards will be issued to children under the age of 14.

**Master Association Card Fees** - The Board of Directors shall establish the cost of Guest Cards and Replacement Cards and such costs may be amended at any time by action of the Board of Directors.

**Refunds** - Refunds are not available on Master Association Cards. Assessments or fees shall not be reduced or waived if Unit Owner or other household members choose not to utilize the amenities, if the amenities or portions thereof are temporarily out of service, or if Owner's or Lessee's privileges are suspended for any reason.

## **NOISE CONTROL**

Residents and guests are asked to be considerate of surrounding dwelling units. Noise that disrupts the tranquility of the community or interferes with the quiet enjoyment of other Residents and guests will not be permitted.

## **PROPERTY MAINTENANCE STANDARDS**

**Dwelling Maintenance** – Each Resident is required to maintain the exterior of their Residential Lot and any improvements, including but not limited to patios and other structures, decks, walkways, walls and wrought iron fencing and gates, in good condition. This includes making repairs in a timely manner or replacing any damaged elements as necessary. Faded, rusty, dilapidated, chipped or peeling surfaces or structures are prohibited and must be promptly repaired and/or repainted.

**Lighting** – Address and alley lights shall be maintained by homeowners and must include timers to keep the lights activated during the night-time hours.

**Equipment Storage** – All garden and maintenance equipment shall be stored out of sight of neighboring Units when not in use and shall not be stored in the front and side yard areas visible to the public.

**Fuel Storage** – On-site storage of fuel is prohibited on the Residential Lot, except that up to five (5) gallons of fuel may be stored on the Residential Lot for emergency purposes and for the operation of lawn mowers, and similar tools or equipment.

**Exterior Fires** – There shall be no exterior fires whatsoever, except fires contained within receptacles commercially designed therefore such that they do not create a fire hazard, and except as specifically authorized in writing by the Master Association (and subject to applicable City and/or County ordinances and fire regulations).

**Graffiti Removal** – The Master Association shall have the right, but not the obligation, to remove or paint over any graffiti in the Common Elements.

**Landscape Maintenance** – Landscaping must be kept neatly trimmed, properly cultivated, and weed-free. Trees and shrubs should be regularly pruned to avoid creating a maintenance nuisance to surrounding Residential Lots or Common Elements. Rockscape stones and rock mulch must be contained and maintained within planter beds and not allowed to encroach onto other Residential Lots or Common Elements.

**Landscape Installation Requirement** – To the extent not previously installed by the Builder of the Residential Lot, each Owner shall install landscaping approved by the Reviewer in their front, side and rear yards within 180 days of close of escrow. Consistent effort to control dust and weed nuisance is expected at all times. Owners shall not change or interfere with the established drainage of the property. Per the City of Henderson natural turf is limited to rear yards only. Only artificial turf is allowed in the front yards.

## **PROPERTY MAINTENANCE STANDARDS (continued)**

**Sight Visibility Zone** – Certain sight visibility zones have been created and established as set forth in the Plat to prevent obstructions of sightlines of the roadways within the community. No fence, wall, hedge tree, shrub planting or other Improvement shall be placed or permitted to remain on any Residential Lot within the sight visibility zone which is higher than twenty-four (24) inches above the top of the curb on such Residential Lot.

**Storms Drains; Water Pollution** – Each Resident shall comply with and assume responsibility for anything done or required to be done in compliance with the plans filed by Declarant and/or Builders with respect to the National Pollutant Discharge Elimination System (NPDES) and Declarant and/or Builders Storm Water Pollution Prevention Plan (SWPPP). Each Owner shall assume all responsibility and liability relating to the prevention of pollutant discharge including soil materials, from the Owner's Residential Lot.

## **SIGNAGE**

**Campaign signage (or Political signage)** – Campaign signage is limited to one (1) sign per candidate or issue. Campaign signs may not exceed 24 x 36 inches, and must be removed within ten days of the end of the campaign. Such signs may only be posted on the Resident's private property or on a limited common element, such as balconies, that are exclusively for the use of the Resident.

**Open House Signage** – "Open House" signs are permitted only on the day of the open house event and may be posted only in the front yard of the open house. Signs may not be posted anywhere on the Common Elements including but not limited to grounds, streets, medians, streetscapes or walls. Signs found on these areas will be removed and disposed of. All signs must be constructed of weather resistant material and must not exceed 18" x 24" in size.

**Sale or For Rent Signage** – Sale or For Rent Signage- Only one (1) sign, conforming to the guidelines as set forth in the Cadence Residential Community Master Association For Sale Sign Policy advertising the unit FOR SALE or FOR LEASE will be allowed and may be placed only on or in the unit. All signs must be professionally manufactured,

NO HAND LETTERED SIGNS ARE ALLOWED. All signs must not exceed 18" X 24". Sold signs may be displayed only (30) days after the sale. Such signs may only be posted on the Resident's private property or on a limited common element, such as balconies, that are exclusively for the use of the Resident.

## **SIGNAGE (continued)**

***Only the approved signage may be used. Owners/Agents are responsible for purchasing the approved signage. For your convenience the approved Cadence Residential Community Master Association signage specifications have been provided to Total Sign Master. Signage may be purchased at the following locations if desired:***

***Total Sign Master  
6725 W. Post Rd.  
Las Vegas, NV 89118  
(702)247-8982***

“Sold” signs may be displayed only for thirty (30) days after the sale. Such signs may only be posted on the Resident’s private property or on a limited common element, such as balconies, that are exclusively for the use of the Resident.

**Security Signs** – A maximum of one security sign is permitted in the front yard. Security signs may not exceed 8” x 8” and placed no more than three feet away from the house and no more than three feet above the foundation level. Window decals are permissible without prior consent of the Board.

## **SPORTS APPARATUS**

**Maintenance** – Sports apparatus must be maintained in good condition and shall not become an eyesore.

**Nuisance** – Use of any sports apparatus shall not create a nuisance for neighboring homes. Hours of use must be reasonable and confined to the hours between 8:00 a.m. and 9:00 p.m.

**Right to Prohibit** – Should the Board determine that use of any sports apparatus is creating a nuisance or is not in compliance with these standards, it may prohibit the continued use of the apparatus, fine the Owner, or take such action as the Board deems appropriate and necessary.

**Storage** – When it is not in use, portable sports apparatus must be stored out of sight of the street or neighboring homes.

**Submittal** – All permanent sports apparatus must be submitted to and approved by the Reviewer in advance of installation.

**Use and Responsibility** – Sports apparatus may not be used in such a manner that infringes upon neighboring homes or damages landscaping or property belonging to others or the Master Association. Residents and/or guests using sports apparatus assume the sole responsibility for any damage such use causes to the property of others or the Master Association.



## SWIMMING POOLS

**Purpose:** State and county law regulates the safe operation of pools and spas. In order to operate the facility in compliance with these laws, the following rules are established:

- A. Use of pools and spas are at the user's own risk. Lifeguards are not provided.
- B. Children under the age of 14 must be accompanied by an adult and under their direct supervision at all times.
- C. Users shall shower before entering the pool or spa. If suntan lotion or other similar preparations are used, showering is required again prior to re-entering the pool. Showering after using the pool is highly recommended to remove residual chemicals and minerals.
- D. Persons with infectious or communicable diseases and open sores are prohibited from using the pools, spas, and showers.
- E. Pets are not permitted in the pool or within the pool area.
- F. Running, horseplay, yelling, splashing and/or diving into the pools are not permitted.
- G. A six foot wide section of the pool deck perimeter shall be reserved for walking, safety and emergency purposes. No obstruction of any kind, including pool furniture, strollers or carriages, shall be permitted in this area.
- H. Oversize inflatable or flotation devices, including but not limited to, inner tubes, air mattresses, surfboards, balls, scuba gear or toys of any kind, and floating chairs, are not permitted in the pool. Small kickboards, personal flotation devices, water wings and flotation noodles will be allowed.
- I. Glass containers, chewing gum and alcoholic beverages are not permitted. Food shall not be consumed on the pool deck but is permitted in designated areas only. Unless posted otherwise, the designated areas for food consumption are at the picnic tables and on the grass area within the enclosed Pool area. Trash should be disposed of in the containers provided.
- J. Railings are designed to assist and guide pool users and are not constructed to support a person's body weight. Pool and spa users shall refrain from using these features in a manner for which they were not intended.
- K. Incontinent person(s) shall wear swim diapers or other apparel suitable for the purpose of containing solid and liquid waste.
- L. Association staff and security personnel shall have sole discretion to close the pool or spa facilities to all users for inclement weather, sanitation, accidents or other breaches of safety. Members and guests shall comply promptly with staff instructions to vacate the pool area.

## **SWIMMING POOLS (continued)**

- M. Walkers and swimmers shall be encouraged to share lanes.
- N. Personal beach towels must be used when sitting or laying on cushioned chairs or lounges.
- O. Gates shall be kept closed at all times.
- P. Pool is open May 1 to October 31 from 6:00 AM to dusk daily. Pool use is limited to lap swimming between 5:00 AM to 7:00 AM daily. After-hours use of the pool is not permitted.
- Q. Association is not responsible for lost or stolen items. If lost items are found they will be held by the Association for one week before disposal.

## **TRASH REGULATIONS**

**Burning** – Outside burning of trash, leaves, debris, or other materials are prohibited, except for during the normal course of permitted construction.

**Container** – Trash cans shall have tight fitting lids to minimize the possibility of animal intrusion and blowing trash. Trash cans and recycling containers shall not be visible from the street or common area and must be kept in a sanitary condition. All trash cans and recycling containers must be labeled with the Unit owner's complete address.

**Debris** – Residents and guests are responsible for picking up trash that is spilled, blown, or otherwise deposited onto the Common Elements or other Residential Lots. No trash or debris may be left in any area that is visible from neighboring Residential Lots, Common Elements, or streets.

**Trash Pickup** – Trash containers and trash bags may be placed by the curb for pickup twelve (12) hours prior to scheduled pickup and must be removed from the curb and stored out of sight no later than twelve (12) hours after pickup.

## **USE OF ALLEYS**

**Purpose:** Alleys within Cadence are a common element maintained by the Master Association for the safety and welfare of the residents. Alleys must be kept clear of obstructions and street number signs illuminated at all times as this is a primary means of emergency access to homes.

**No Parking or Standing** - Vehicles shall not park or stand in the alley. Vehicles parked in violation of this rule may be ticketed or towed. Repeated violations shall be subject to increasing sanctions and fines.

## USE OF ALLEYS (continued)

**Driveway Parking** - Vehicles may not park in driveways where garage access is off the alley. The paved area of the alley is generally 14 feet wide. However, an additional three feet on either side of the pavement is set aside as an easement for the use of emergency vehicles.

**Other Obstructions** - Residents shall not store or place any other items, including but not limited to, trash cans, recreational equipment, construction materials or decorative pots in the alley or the three (3) foot easement area. If the alley is established as the trash or recycling pickup location, trash and recycling containers may be placed in the easement area or along the alley for pickup and then promptly returned to their regular storage location.

**Repair of Motor Vehicles** - Residents shall not repair or service motor vehicles on the driveway or alleyways. Oil and other chemicals damage asphalt and pavers.

**Speed Limit** - Alleys are narrow two-way streets and it is anticipated that children will use the alleys for play. Therefore, the speed limit in the alleys shall not exceed five (5) miles per hour.

## VEHICLE AND PARKING REGULATIONS

**Commercial, Service, and Delivery Vehicles** – Commercial Vehicles (defined as any vehicle regularly used for business transportation and/or displaying any type of wording or signage, including, without limitation, dump trucks, cement mixers, oil or gas delivery trucks, and flatbed trucks), tractors, mobile homes, recreational vehicles (either with or without wheels), campers, camper trailers, and boat trailers shall only be parked within an enclosed garage or other areas as may be designated by the Board or Neighborhood Association. As used herein, Commercial vehicles shall not include any truck up to one ton when normally used for everyday transportation and may be parked overnight within the Community provided the vehicle is parked on the driveway and has only two axles. However, service and delivery vehicles maybe be parked in the Property for such periods of time as is reasonably necessary to provide service or make a delivery to a Lot or Common Element.

Mixed-Use Lots that may be constructed within the Community shall be allowed to park small trucks and vans or similar vehicles, up to and including one ton vehicles that are used for everyday purposes, overnight within the Community in an assigned live-work parking

space, regardless of whether such space is within an enclosed garage. All such vehicles must be well maintained in a neat, clean, and unobtrusive condition. Service and delivery vehicles shall be allowed during normal business hours for such a period of time as is reasonably necessary to provide service to a Unit or Common Area.

The Board reserves the right to determine whether trucks or vans meet the standards to park overnight in the Community

## **VEHICLE AND PARKING REGULATIONS – Parking (continued)**

**Stored/Inoperable Vehicles** – Stored vehicles and vehicles that which are obviously inoperable or do not have current registration or operating licenses shall not be permitted on the Master Association except within enclosed garages. A vehicle will be considered “stored” if it is put on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without prior approval of the Board. An inoperable vehicle is defined as a vehicle that cannot operate on public streets because it does not run or is not legally licensed.

### **Parking**

**Common Elements** - All vehicles parked in the Common Elements, including bicycles, shall be parked only in designated parking areas such as marked parking spaces and bicycle racks. Overnight parking in any Common Element is prohibited.

**Alleys/Fire Lanes** – No parking whatsoever shall be permitted in any alley, alleyway, fire lanes or other areas designated by the Board

**Temporary** – The Board or City may designate “No Parking” areas from time to time.

**Lot** - Residents should make every effort to keep their vehicles in their garages and driveways. Parking on any part of the front yard landscape/rockscape areas is prohibited. Any vehicle parked on any driveway must be parked wholly within the driveway and may not extend beyond the driveway onto any portion of a Residential Lot or over service areas, be in violation of handicapped parking laws, over the curb, on the grass or sidewalk or along facility access roads.

**Street** - Residents, and/or guests shall not block any garage access, driveway, alleyway, mailbox, or fire safety area. Vehicles parked on these areas in violation of these rules shall be subject to towing, fines and other sanctions.

**Garages** – Garages shall be used exclusively for the parking or storage of vehicles and shall not be solely for the storage of items other than vehicles. There shall be no parking in the driveways if the Resident’s garage is not being utilized to the maximum designed capacity for the parking of authorized vehicles, or if to do so obstructs free traffic flow, constitutes a nuisance, violates the rules or otherwise creates a safety hazard.

Ordinary household goods may be stored in addition to vehicles provided that:

- No flammable, dangerous, hazardous or toxic materials shall be kept, stored or used in the garage
- Doors to garages shall be kept fully closed at all times except for reasonable periods during the removal or entry of vehicles or other items therefrom or thereto.

## **VEHICLE AND PARKING REGULATIONS (continued)**

No garage may be used for a permanent or temporary dwelling, and no animal shall be kept in any garage.

**Recreational Vehicle** – No boat, camper, recreational vehicle, trailer, van, or motor home of any type may be stored or parked on any Unit other than in the enclosed garage, except temporarily for the purpose of loading and unloading for no more than 48 hours in duration. The following also applies to recreational vehicles:

- Electrical and water connections may not be left unattended across sidewalks;
- Individuals are not permitted to reside in these vehicles at any time while within the Property;
- Wheels of these vehicles shall not be parked on the sidewalks or over the curb;
- Discharge of gray or black waste water is strictly prohibited;
- May not park on parking lots, easements or other areas owned by the Association.
- Permanent storage on any Unit other than in the garage may be prohibited by the City of Henderson; it is the vehicle owner's responsibility to verify. If allowed by the City of Henderson, storage anywhere on a Unit other than a garage is subject to Design Review Committee approval.

**Driving on Common Elements** – No vehicle of any kind is permitted in the Common Elements unless authorized by the Association for the purpose of repair, maintenance or operations.

**Safety** – Please remember this is a residential area, with children at play. Observe posted speed limits at all times.

**Unlicensed vehicles and operators** – Operating unlicensed motor vehicles or driving motor vehicles of any type without an operator's license are not permitted on the Property. This prohibition includes without limitations motorized scooters (including Go-Peds) mini-motorcycles (including Pocket Bikes), all terrain vehicles of any kind, dirt bikes and golf carts.

**Vehicle repair** – Vehicle or other equipment repair or service must be confined to the garage. Leaks from vehicles in the street and on driveways must be cleaned up within 24 hours.

# CADENCE CENTRAL PARK

## RULES, REGULATIONS AND INFORMATION

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1. Central Park and Central Park restrooms are open dawn to 9 p.m.
2. The consumption of alcohol is strictly prohibited. Glass containers are NOT allowed in park areas.
3. Parking is permitted only in designated areas. Any vehicle left overnight is subject to citation and towing. No overnight camping allowed.
4. Dogs and cats are permitted only under control and on a leash no longer than six (6) feet in length and must remain on a leash in the park at all times. No electronic leashes. Patrons not in compliance with the leash law will be requested to leave the park.
5. Animals are **NOT** allowed in children's play area, water feature or pond. Owner is responsible for the removal of pet waste.
6. Charcoal / Propane barbeques, hot stoves etc. are not permitted at the park.
7. No photoshoots with professional photography equipment without written approval from Cadence Community Association.
8. Firearms, fireworks, or weapons of any kind are not permitted.
9. Posting of banners, signs, notices or advertisements are not permitted.
10. No golfing, horseshoe pitching is allowed.
11. The flying of any remote controlled aircraft is strictly prohibited within Cadence.
12. Only "Easy Up" tents allowed. Stakes, tent poles or any item placed in the ground that may damage the irrigation system or landscape is not permitted.
13. Clothing or personal effects should not be left unattended or unsecured. All personal belongings left behind will be held for fifteen (15) days before being donated to a charity. The Association is not responsible for the loss of any personal belongings.
14. Actions that jeopardize or interfere with the rights and privileges of others, use of profanity, or otherwise abusive or disruptive behavior will not be tolerated and are subject Association compliance actions and/or public legal action. Misuse and abuse of park property will be subject to citation and prosecution.
15. Park usage is on a first come, first serve basis. At the discretion of park personnel, group functions where such activities conflict in any way with normal park usage are not permitted. Special Events and all activities coordinated through the Cadence Community Association, receive scheduling priority.
16. Park users are responsible for cleaning up and disposing of refuse generated by their use.
17. Entering, wading, swimming, fishing and throwing anything into the pond is strictly prohibited.
18. Special event reservations can be made through the Association by calling 702-605-3111. Forms can be found on [www.CadenceCommunityAssociation.com](http://www.CadenceCommunityAssociation.com) website with your resident login.

**Please do your part in helping to keep our community a beautiful and pleasant place to be....  
Courtesy is contagious!**

To report a crime or an emergency, please call 911.  
To report uncontrolled pets, call Animal Control at (702) 267-4970.  
Please contact Community Patrol at (702) 236-9284 to report suspicious activity.

# CADENCE POOL

## RULES, REGULATIONS AND INFORMATION

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1. Central Park Pool hours are 6:00 AM to dusk. (unless otherwise noted on pool gate entrance)
2. Seasonal Pool Dates – May 1<sup>st</sup> through October 31<sup>st</sup>
3. Patrons must have a Cadence Master Card to enter the facility, or be with a Master Card holder at all times.
4. Cadence **YOUTH** Master Card holders are **NOT** permitted to bring any guests into the facility unless they are also a Cadence Master Card holder.
5. Children under the age of 14 **MUST** be accompanied by an adult and under their direct supervision at all times.
6. Use of the pools is at the user's own risk. Lifeguards are not provided.
7. No animals are permitted within the gated pool area.
8. Proper attire is required at all times.
9. Clothing or personal effects should not be left unattended or unsecured. All personal belongings left behind will be held for fifteen (15) days before being donated to a charity. The Association is not responsible for the loss of any personal belongings.
10. Smoking and/or use of tobacco products, including but not limited to, tobacco-free chew, electronic cigarettes, vaping, or any other product of this nature is prohibited within the gated pool area.
11. Glass, alcohol and illegal substances are prohibited.
12. Charcoal / Propane barbeques, hot stoves etc. are not permitted in the gated pool area.
13. Users shall shower before entering the pool. Showering after using the pool is highly recommended to remove residual chemicals and minerals.
14. Persons with infectious or communicable diseases and open sores are prohibited from using the pools, spas and showers. Pool users are responsible for cleaning up and disposing of refuse generated by their use.
15. Running, horseplay, yelling, excessive splashing and/or diving into the pools are not permitted.
16. A six-foot wide section of the pool deck perimeter shall be reserved for walking, safety and emergency purposes. No obstruction of any kind, including pool furniture, strollers or carriages, shall be permitted in this area. Pool furniture shall not be placed in the pools.
17. Oversized inflatable or flotation devices, including but not limited to: inner tubes, air mattresses, surfboards, balls, scuba gear, toys of any kind and floating chairs are not permitted in the pools. Small kickboards, personal flotation devices, water wings and flotation noodles will be allowed.
18. Food shall not be consumed on the pool deck. Chewing gum is not permitted. Trash should be disposed of in the containers provided.
19. Railings are designed to assist and guide pool users and not constructed to support a person's body weight. Pool users shall refrain from using these feature in a manner in which they were not intended.
20. Incontinent persons shall wear swim diapers or other apparel suitable for the purpose of containing solid and liquid waste.
21. Association staff and community patrol shall have sole discretion to close the pools to all users for inclement weather, sanitation, accidents or other breaches of safety. Members and guests shall comply promptly with staff instructions to vacate the pool area.
22. Walkers and swimmers are encouraged to share lanes.
23. Personal towels must be used when sitting or laying on chairs or loungers.
24. Gates shall be kept closed at all times.
25. Special event reservations can be made through the Association by calling 702-605-3111. Forms can be found on [www.CadenceCommunityAssociation.com](http://www.CadenceCommunityAssociation.com) website under your resident login.

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