

Coventry Homes At Anthem Community Association

Rules & Regulations

The nature of association living requires a higher degree of cooperation and thoughtfulness among residents than is customary in individual neighborhoods. It should be the desire of residents to maintain an attractive, congenial and pleasant living environment. The self-government of this community requires mature acceptance of restraints on our individual desires and lifestyles.

The Board of Directors of Coventry Homes at Anthem Community Association (“Association”), by its governing documents, which include the Declaration of Covenants, Conditions and Restrictions (the CC&Rs), Bylaws, Articles of Incorporation and these Rules and Regulations (collectively “Governing Documents”), is vested, empowered and charged with the duty, responsibility and authority to adopt and enforce, among other things, the Rules and Regulations (“Rules”) governing the conduct of all persons living or visiting any of the neighborhoods in Coventry Homes at Anthem (“Community”).

The following Rules have been adopted to protect, maintain and enhance property values, ensure that all members of the Community have a pleasant environment in which to live. These Rules do not supersede the CC&Rs, as may be amended. The Rules are limited to, among other things, to supplement and clarify the Governing Documents. If the Rules conflict with the CC&Rs, then the CC&Rs will prevail.

The Rules shall govern the conduct and activities of and be binding upon all Owners and lessees or tenants (collectively “Tenants”). Each Owner’s family, guests, invitees (“Guests”) are subject to the provisions of the CC&Rs, these Rules and all other Governing Documents of the Association. Subject to Nevada law, each Owner is responsible for any violations of these Rules and/or any of the other Association’s Governing Documents by the Owner, Tenant, the Owner’s family or Tenants, and the Owners or Tenant’s guests.

Unless otherwise defined herein, all capitalized terms have the meaning set forth in the CC&Rs.

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ARTICLE 1

ENFORCEMENT

1.1 **Enforcement of Rules and Possible Disciplinary Actions:** These Rules shall be enforced by the Board of Directors (“Board”), and/or a committee designated by the Board, in accordance with the notice and hearing provisions set forth in the Association’s Bylaws and the Association’s Collection and Violation Policy. *See* NRS 116.31031(8). In the event a Resident or Guest does not comply with the Association’s Governing Documents, and subject to Nevada law, the Board may take any or all of the following actions: (i) levy a Special Assessment; (ii) levy a fine; (iii) suspend an Owner’s voting privileges as an Owner; (iv) enter upon a Residence to make necessary repairs or to perform maintenance which, according to the CC&Rs, is the responsibility of the Owner; (v) lien the Residence; (vi) suspend or condition the right of said Resident or Guest to use the Common Element Amenities in the Community; or (vii) to charge the Resident for any maintenance performed upon his or her Residence. *See* CC&Rs, Article 5, Section 5.1, and NRS 116.31031(1).

1.2 **Reporting of Violations:** A Resident may report an alleged violation of these Rules and/or any of the other Association Governing Documents. In order for management and the Board to act upon the report, the following information must be provided, preferably in writing: (i) the date and time of the incident; (ii) a description of the incident; (iii) the location of incident; (iv) if known, the name of the individual who allegedly committed the violation and/or the residence number which is associated with the alleged violation; and (v) the name, address, email address and phone number of the individual reporting the alleged violation. Residents observing an alleged violation may report the incident to the management office by calling the office or emailing the office. Action will be taken regarding the alleged incident only if it can be adequately corroborated or verified. No action shall be taken on anonymous complaints, unless or until the allegations have been or can be independently corroborated by management staff or a member of the Board.

1.3 **Observe and Report Violations:** Residents and their Guests shall not confront, reprimand, threaten, harass, bother, or annoy other Residents or their Guests who are allegedly observed in violation of these Rules or the Association’s Governing Documents. To do so, may be considered a health and/or safety violation. If a Resident believes that the alleged violation poses an immediate threat to life or substantial damage to property, the Resident should immediately dial 911.

ARTICLE 2 OWNERS’ RESPONSIBILITIES

2.1 **Owners are Responsible for Tenants, Guests and Invitees:** It is the Owners’ responsibility to ensure that all Tenants, Guests and/ or occupants inhabiting his/her home comply with the Rules of the Association.

2.2 **Owners will be held financially responsible for damages done:** The Owner is responsible for such persons and for any damages that they might cause to Association Property. Damage assessments will be based on the cost of labor, repairs and/or replacement of said property. Owners may also be fined for violating Governing Documents.

2.3 **Owners must provide a copy of the Governing Documents to Lessees:** The Association

requires that a copy of every lease contain an acknowledgment by the Tenant that he/she has received a copy of the Rules and will abide by the same. The Board reserves the right to examine any lease for its conformity to the CC&Rs.

ARTICLE 3 OCCUPANCY/LEASING

3.1 Single Family Residential Use only: Each Unit may be used as a residence for a single Family and no other purposes. No commercial activities or businesses of any kind will be conducted from any portion of the Unit, Common Elements or Community facilities. As set forth in Section 10.1 of the CC&Rs, this Rule shall not preclude a professional or administrative occupation, or an occupation of child care, provided that the number of non-Family children, when added to the number of Family children being cared for at the Unit, shall not exceed a maximum aggregate of five (5) children, and provided further that there is no nuisance under Section 10.5, below, and no external evidence of any such occupation, for so long as such occupation is conducted in conformance with all applicable Ordinances and are merely incidental to the use of the Dwelling as a residential home. See CC&RS, Article 3, Section 3.1(a).

3.2 No Sub-Tenancy or Short-Term Rentals: No sub-tenancy is allowed. As set forth in Section 3.1(c) of the CC&Rs, any leasing of a Unit shall be for no less than six (6) consecutive months. Short term leases of less than thirty (30) days, vacation rentals, and transient rentals are prohibited.

3.3 Tenants must abide by Governing Documents: The Owner shall not relieve himself/herself from the obligations of the Governing Documents merely by leasing the Dwelling. Owners are responsible to ensure that any of their invitees, including Tenants that rent their Unit, follow the Association's Rules. As such, lease agreements should clearly indicate that the Tenants have been provided with a copy of the Association's Governing Documents, and that the failure of the Tenant to follow the Rules of the Association is a breach of the lease. Owners should consult with their real-estate attorneys on any landlord/tenant issues, including lease agreements.

3.4 Residents Are Entitled to Quiet Enjoyment of Premises: Consistent with Section 3.6(h) of the CC&Rs, no Owner and/or occupant may interfere with the use, enjoyment, comfort, rights or convenience of any other Owner and/or Tenant.

3.5 No Residency in RV, Motorhome Allowed: No temporary or permanent occupancy in any motor home, recreational vehicle, camper or trailer is allowed.

3.6 No Temporary Structures: Consistent with Section 3.6(f) of the CC&Rs, no temporary structure of any kind is allowed for any purpose except for temporary use directly related to construction and/or repairs within the Unit.

ARTICLE 4 ARCHITECTURAL RULES

In addition to the Association's Covenants, Condition and Restrictions, the Association's Board of Directors adopts the following Architectural Rules to assist Owners in the Architectural Review submittal process.

4.1 Conditions and Requirements: Each person proposing to alter, add to, amend or improve his or her lot shall submit an Architectural Request Form and receive written approval for the improvement from the Architectural Review Committee prior to commencing work. No alteration, amendment or improvement shall commence without the Architectural Review Committee's prior written approval.

4.2 Architectural Request Form: Architectural Request Form can be obtained from the community website <http://nevada.fsrconnect.com/Coventry>, or through management. All alterations, additions, amendments and improvements shall conform to the Association's architectural guidelines and standards.

4.3 Permits: Applicant shall obtain any and all necessary County building permits prior to commencing work.

4.4 Fees: The Architectural Review Committee, may in its discretion, require a review fee and/ or a deposit against damages.

4.5 Signs: No sign of any kind shall be displayed to the public view without the prior approval of the Architectural Review Committee, except one standard, professionally lettered "For Sale" or "For Lease" real estate sign erected in the front yard of the home and elections signs as provided in NRS 116.325. "For Sale" or "For Lease" signs shall be of industry standard size, height, and width. "For Sale" or "For Lease" signs shall not be erected on the home, or in the home's windows or on or in any common area, including the Association's entrances. Elections signs are permitted as provided by NRS 116.325.

4.6 Holiday Decorations: Holiday or seasonal decorative items and lights may be displayed on an owner's property without formal approval from the Architectural Review Committee. Holiday or seasonal decorative items shall be installed and removed in a reasonably seasonal manner, but in no event shall they be installed 30 days prior to and 14 days after the respective holiday.

4.7 Exterior Maintenance, Painting and Repair: Each home and exterior fence shall be painted and maintained in a neat and orderly fashion. Color changes, including exterior walls, doors, railings, windows and trim constitutes an alteration, addition and/or improvement shall be first submitted to the Architectural Review Committee in the manner set forth above. No building, structure or landscaping within the community shall be allowed to fall into disrepair.

4.8 Solar Panels: To the extent permitted by applicable law, installation of solar panels constitutes an alteration, addition and/or improvement and shall be first be submitted to the Architectural Review Committee as provided above.

4.9 Swamp Coolers and Air Conditioners: Swamp coolers and air conditioners shall not be mounted on a unit's roof. Swamp coolers shall not be visible from the Association's common area view.

4.10 Unsightly Articles: Unsightly articles shall not be visible from any public or private street or from any other lot, including but not limited to clotheslines, portable basketball hoops not in use, trash containers, refuse, back or side yard unapproved storage, etc.

4.11 Masonry Block Walls: Owners with Masonry Block Walls, that border or lie on the perimeter of the Coventry Homes at Anthem community, are responsible for ensuring the integrity of waterproofing for those walls. Owners will be responsible for repairing or replacing those perimeter Masonry Block Walls that display efflorescence or visible signs of calcium deposit residue or mold. Furthermore, in the event that the Unit Owner desires to add, modify, remove and replace existing masonry block walls and construct new masonry block walls, Owners are required to install adequate water proofing to prevent water penetration and seepage through the masonry block walls. Finally, Owners shall be required to install adequate water proofing when installing any landscaping (turf/lawn, plant or tree) within five (5) feet of any Masonry Block Wall if their proposed landscaping is on an elevation.

4.12 Landscape Maintenance: Owners shall maintain, repair and replace all portions of owner's home and all improvements situated thereon in good condition and repair. All grass, hedges, shrubs, vines, and plants shall be irrigated, mowed, trimmed, and cut at regular intervals so as to be maintained in a neat and attractive manner. Owners shall provide for the routine maintenance of landscaping in the front, side and rear yards, which shall include, but is not limited to:

- a) Pruning branches on trees which overhang any sidewalk or street to a minimum height of 8 feet from the ground;
- b) Maintaining any lawn at a uniform height not to exceed six (6) inches and repairing any bare patches or brown spots;
- c) Removing tree stakes from mature trees. In the Las Vegas area, landscapers recommend removing tree stakes after five (5) growing seasons.
- d) Removing weeds, leaves and debris, including animal waste, from the landscape;
- e) Removing and replacing dead or dying shrubbery or trees with the same;

- f) Maintaining the irrigation system to minimize runoff onto the streets or sidewalks and to minimize irrigation spray onto block walls and wrought iron view fences; and
- g) Trimming shrubbery.

ARTICLE 5 MODIFICATION OF BUILDING EXTERIORS AND GROUNDS

5.1 **ARC Approval Required:** The Board or the ARC must approve any construction, alteration, grading, excavation, removal, relocation, repainting, demolition, installation, modification, decoration, repair or reconstruction, addition or change in the exterior design or finish of any building or landscaping, including the removal of any tree, installation of hot tubs, or installation of decking, pursuant to Article 4 of the CC&Rs prior to the commencement of such work.

5.1.1 The Board must approve any action that will affect either the structural soundness of any building or any easement or right of personal property.

5.2 **Modifications must Harmonize with Community:** Consistent with Section 4.2 of the CC&Rs, the ARC shall approve plans and specifications submitted for its approval only if it deems that: (1) the construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area or the Properties as a whole; (2) the appearance of any structure affected thereby will be in harmony with other structures in the vicinity; (3) the construction will not detract from the beauty, wholesomeness and attractiveness of the Common Elements or the enjoyment thereof by the Members; and (4) the upkeep and maintenance will not become a burden on the Association

5.3 **Unauthorized Modifications will be removed:** The Board will direct the Owner to restore any unapproved changes or alterations to its original condition at the latter's expense after Notice and a Hearing.

5.4 **Electric Devices cannot Interfere with other residents:** Residents are not allowed to operate any electrical devices which could interfere with other Residents' radio or television reception.

5.5 **Satellite Dish Compliance:** Satellite dish antennas must be installed in compliance with Article 3, Section 3.6(j) of the CC&Rs.

5.6 **ARC Approval for Masonry Wall additions:** The ARC must approve any extension or alteration of any dividing structures, i.e. developer-erected fences, new fences, hedges and/or walls. Owners of a Lot bounded by an exterior wall have the obligation to and the responsibility for maintaining the interior side of the wall, including the ground at the base the wall subject to the requirements in Section 4.13.

5.7 **ARC Applications Required:** Owners must fill out an Architectural Review Application and submit it to the Board and obtain written ARC approval prior to the commencement of any work.

ARTICLE 6
PETS

6.1 **Maximum Number Allowed:** No more than three (3) common household pets are permitted per Unit. No animal shall be kept, bred or maintained for commercial purposes.

6.2 **Leash Requirement:** No pets shall be permitted outside of a Unit unless on a leash. No pets shall be left unattended anywhere in the Common Areas. No pets are to be tied to trees, stakes, or any exterior structure within the Community. Any pet running loose in the community is subject to pick up by animal control officials.

6.3 **Pet Waste Mitigation:** If a pet defecates or urinates on the Common Areas, the Owner, Resident, his guest, or his invitee (e.g. a pet walker), must immediately clean up and properly dispose of the pet feces and/or urine. Damage caused to the Common Areas by a pet's feces or urine or by a pet's behavior shall be repaired by the Association and charged to the Owner or Resident in accordance with the Association's Collection and Fine Policy.

6.4 **Violations of Pet Policy Subject to Fines:** Owners/Residents who do not adhere to the leash law or who do not clean up after their pet in the Common Areas are subject to a fine, after Notice and a Hearing, for each occurrence.

6.5 **Owners Subject to Fines for Excessive Pet Noise Violations:** Excessive barking and other pet noises that are deemed to be a nuisance to the Association are prohibited. Owners/Residents with pets that create a nuisance (i.e. howling or barking excessively) are subject to a fine, after Notice and a Hearing, for each occurrence.

6.6 **Pet owners are solely responsible for any and all property damage or personal injury caused by their pet(s).**

6.7 **Service Animals.** Notwithstanding the foregoing, those Owners or Residents seeking an accommodation of the provisions of the CC&Rs and the Rules restricting the location of pets within the Community on the basis that the Resident is disabled as defined in 42 U.S.C. 3602(h), must request such an accommodation from the Board.

ARTICLE 7
GENERAL

7.1 **Prohibited Window Coverings:** All windows must be covered with drapes, curtains, blinds, shutters, etc. No other type of window covering, such as paper; aluminum foil, sheets, etc., is allowed.

7.2 **Noise Levels:** Residents should moderate noise sources so as not to disturb other Residents.

7.3 **Nuisance Determinations:** The Board has the right to reasonably determine if any noise, odor, activity or circumstances constitutes a nuisance.

7.4 **Responsibility of Contacting Law Enforcement:** Residents are responsible for calling the police for peace disturbances.

7.5 Compliance with City, State, and Local Ordinances and Codes: All Residents are subject to all Clark County and City of Henderson Codes and may not knowingly violate any local, city, county, state or federal laws or ordinances.

7.6 Legal Action to Enforce Rules and Governing Documents: The Board, Community Manager and Owners/Residents have the right to prevent or stop violations of any of these Rules by any lawful procedure and to recover damages, resulting from such violations, including interest thereon, attorney fees and cost of suit.

7.7 Requirement to Remove Diseased landscaping or Noxious Insects: Owners/Residents must remove any diseased plants and/or noxious insects.

ARTICLE 8 PARKING AND VEHICLES

8.1 Un-muffled Motor Vehicles Use: No motorcycle of any type or kind, inclusive of motorized bicycles, go-carts or mopeds that are not equipped with appropriate muffling device shall be operated upon any portion of the Community.

8.2 Guests, Invitee, Tenant parking Compliance: The Owner of a Dwelling Unit is responsible for providing notice of this Rule, as well as any other provisions of the Association's Governing Documents to the Tenants, Guests, invitees and contractors. For the purpose of this Rule, notice to an Owner shall be deemed to be notice to that Owner's Tenants, Guests, invitees, contractors, or family members of the foregoing.

8.3 Approval Parking on Lots: Drivers must drive their vehicles only on paved roadways and parking areas. Owners who park their vehicles on lawns or landscaped areas will pay for any damages done to those areas.

8.4 Driveways/Garage Parking Requirements: Residents are required to use their garage/driveway for parking. Resident's overflow vehicles may not be parked on the street for longer than 72 hours per the City of Henderson Municipal Code.

8.5 Commercial Vehicle Prohibition: No Owner shall park any large commercial-type vehicle anywhere in the Community as defined in Section 3.6(m) of the CC&Rs. Commercial vehicles shall also include, without limitation, any vehicles that: (a) display commercial or advertising signage or graphics on the exterior or in the windows of the vehicle, (b) display tools of the trade or industry, or (c) are actually used for commercial or business purposes

8.6 Inoperable Vehicles: Residents are not allowed to store and/or maintain inoperable vehicles on their Lots except for repairing and/or restoring one (1) vehicle, which is done solely within the Resident's garage. However, the Board, in its reasonable discretion, may prohibit such activity if it determines that said activity is a nuisance.

8.7 Vehicles Deemed a Nuisance: Vehicles or vehicle equipment deemed a nuisance and/or unsightly by the Board are not allowed in the Community.

**ARTICLE 9
COMMON ELEMENTS**

9.1 Common Elements Destruction and Damage: Destruction or abuse of grass, shrubs, trees, ground cover, gravel, walls, gates and fencing, sprinklers, light fixtures, walkways, walls, etc., is prohibited. Individuals responsible for such destruction to Common Element Improvements shall fully reimburse the Association for all expenses incurred in the replacement of damaged items.

9.2 Discretion for Common Element Landscape Composition: The Board shall make all decisions regarding the extent, type, design and general appearance of Common Element lawns and landscaping. AT THE DISCRETION OF THE BOARD, ALL UNAUTHORIZED TREES, SHRUBS AND PLANTS SHALL BE REMOVED.

9.3 Littering Prohibition: No littering in the Common Element areas is allowed. All refuse must be deposited in the receptacles provided throughout the Community.

9.4 Feeding of Wild Animals: Feeding wild animals in the Common Elements is not allowed.

9.5 Interference with Association Vendors: No Owner/Resident/tenant shall disturb or dictate work to any contractor or vendor of the Association. All complaints and concerns must be put in writing and forwarded to the Association's management company.

**ARTICLE 10
ANTIBULLYING**

10.1 General Restrictions: An officer or director of the Association, Owner, tenant, or guest of an Owner or tenant shall not willfully and without legal authority threaten, harass or otherwise engage in a course of conduct against any other person who is the community manager or an agent or employee of that community manager, an officer, director, employee or agent of the Association, another Owner, tenant or a guest of an Owner or tenant which: (a) causes harm or serious emotional distress, or the reasonable apprehension thereof, to that person; or (b) creates a hostile environment for that person. Such conduct shall be deemed to be "offensive" and/or "detrimental" and creates a "nuisance," and as such is a violation of Article III. Section 3.3 of the CC&Rs.