



**RULES AND REGULATIONS**  
**FOR**  
**THE FLAMINGO PALMS**  
**VILLAS CONDOMINIUMS**  
**2021**

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**These Rules and Regulations for THE FLAMINGO PALMS VILLAS CONDOMINIUMS are hereby implemented to supplement the restrictions contained in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for the Flamingo Palms Villas Condominiums (Las Vegas Cay Club HOA).**

**1. Definitions**

All capitalized terms not otherwise defined in these Rules and Regulations shall have the same meanings ascribed to such terms in the Declaration.

**2. Applicability**

The Rules and Regulations shall govern the conduct and activities of and be binding upon all Owners, each Owner's family, household members, guests, employees, invitees, lessees and/or guests of any of the foregoing ("Governed Individuals"). Every Governed Individual shall comply with these Rules and Regulations and any other rules and regulations which from time to time may be adopted by the Board and provisions of the Association Governing Documents. Each Owner is responsible for any violations of these Rules and Regulation by a Governed Individual who is a family member, household member, guest, employee, invitee or lessee of such Owner.

**3. Enforcement**

**3.1 Damage paid by Owner**

Any expenses or costs incurred by the Association due to any breakage or damage caused by the misuse of the Building or Common Elements by any Owner, or its guest, employees, agents, invitees or visitors, resulting from a violation of these Rules and Regulations shall be the sole cost and expense of the Owner.

**3.2 Actions the Board May Take**

These Rules and Regulations shall be enforced by the Board or a committee designated by the Board in accordance with the notice and hearing provisions set for the in the Bylaws. If a governed Individual does not comply with these Rules and Regulations, the Board may take any or all of the following actions: (i) levy a Special Assessment; (ii) suspend an Owner's voting privileges as an Owner, (iii) enter upon a Unit to make necessary repairs, or to perform maintenance which, according to the Declaration, is the responsibility of the Owner of such Unit; (iv) lien the Unit; (v) suspend the right of said Owner and/or other Governed Individual to use any recreational facilities in the Condominium Project; or (vi) charge the Owner for any maintenance performed upon his or her Unit.

**4. Reporting of Violations**

Any resident or tenant may report a violation of these Rules and Regulations or the Association Governing Documents in writing to the Board or any person or committee designated by the Board, which writing sets forth: (i) the alleged violations; (ii) the name of the Governed Individual who allegedly committed the violation; (iii) the name of the Owner who is responsible for the violation; and (iv) the name, address and phone number of the person making the complaint.

**5. Use of the Units and Common Elements**

**5.1 Noise**

There shall be no disturbing noises in or about the Common Elements which would interfere with the rights, comforts or conveniences of an Owner or person lawfully using such Common Elements or a Unit. There will be no playing of any musical instruments, or audio or visual equipment in a Unit or on or about the Common Elements in such a manner as to disturb or annoy other residents. Any use of audio or video equipment in the common areas will be for the sole purpose of the individual operating it and a personal listening device will be employed i.e. headphones.

**5.2 Odors**

No noxious or unusual odors be generated in such quantities that they permeate to other Units and becomes annoyances or become obnoxious to another Owner or resident. Normal cooking odors, normally and reasonably generated, shall not be deemed violations of this regulation.

**5.3 Flammable Materials**

No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit or on the Common Elements except as are normally used for household purposes.

**5.4 Alcohol**

The consumption of alcohol is not permitted in the common areas or the pool and spa areas.

**5.5 Cooking Devices**

Clark County Fire Code 1102.6 prohibits nonelectric barbecue grills, hibachis, or other similar devices on to be present or used within 10 feet of any building. There is a specific area, a concrete slab located adjacent to the main pool, which is the only place in the Flamingo Palms Villas where the use of barbecues is allowed.

**5.6 Loitering**

Loitering is not permitted in the common areas to include stair cases, hallways, parking lots and vehicles.

**5.7 Window Coverings.**

Curtains, drapes and other window coverings (including drapery lining and curtain sheers) which face the exterior window or glass doors of Units shall be white or off-white in color unless otherwise specifically approved by the Board in writing. No aluminum foil, no reflecting substance, or cardboard may be placed in any window or glass door of a Unit except a substance previously approved by the Board in writing. Stickers are not allowed on windows or doors.

**5.8 Terraces and Balconies**

No articles other than patio furniture (excluding umbrellas), suitable plants (no larger than 3 feet in diameter and not extending over the patio enclosure, and bicycles in working order shall be placed on any terraces or outside balconies. Patio furniture is defined as any furniture designed and sold for the exclusive use on terraces and patios. Bicycles stored on patios cannot be stored in such a manner that they extend over the patio wall (both tires must be grounded). No laundry, rugs, towels or clothing or any kind shall be hung from any of the windows, doors, terraces or balconies or other portions of the building. No mops, brooms, dust pans, or vacuum cleaners may be stored in the balconies. No ashtrays, bottles, plants, ornamentation or statues may be placed on balcony ledges at

any time as this creates a safety hazard/liability issue should they fall or be blown off by the wind. At no time will trash be stored on balconies.

### **5.9 Balcony Enclosures**

A patio or balcony enclosure, if any, must be a fabric sun shade that is brown, tan or any shade thereof. It must have been professionally manufactured for the purpose of being used as a patio sun shade. No plywood, blankets, sheets, screens, glass, plexi glass, plastic/wood latticework, umbrellas, homemade covers, etc. It must be entirely inside the opening it covers. It is suggested owners check with the H.O.A. prior to purchase and installation of any sun shade as the Board reserves the right to approve or deny and specific enclosure. An example of an acceptable product is the Coolaroo Select Series Top Roll up Sun Shade, color “mocha”.

### **5.10 Balcony Security Bars**

Professionally constructed and installed security bars are allowed on the balcony. They shall be painted the color of the wall (color code available from Management) unless otherwise specifically approved by the Board in writing. The bars must be vertical. The only time a patio cannot be enclosed with Security Bars is when the storage room is marked with signage identifying it as a Riser Room. This storage unit contains the Fire Sprinkler System for the building. These patios cannot be enclosed with any permanent type enclosure that would prevent Clark County Fire Department from accessing the patio in the event of an emergency where access through the unit is not possible.

### **5.11 Nuisances; Illegal Acts**

Nothing shall be kept or permitted to be kept in a Unit which will increase the insurance rates of the Association or obstruct or interfere with the rights of any other Owner or the Association. No nuisances or illegal acts shall be committed in a Unit or upon the Common Elements. Owners shall not use the Premises, or permit the same to be used, for any immoral, obnoxious or offensive use or purpose.

### **5.12 Signs and Projections**

No sign, poster, billboard, flagpole, advertising device, notices, lettering or other display of any kind may be displayed, painted or affixed in, on or upon any part of the Common Elements without the prior written approval of the Board.

### **5.13 Personal Property**

The entrances, passages, lobbies, hallways stairways, and similar portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Project and Units. Unless designated for such purposes, no carts, bicycles, carriages, chairs, tables or other similar objects or personal property shall be stored in, on or upon the Common Elements.

### **5.14 Photography**

Photography or video, by commercial crews and media, is not permitted without the prior written consent of the Board.

### **5.15 Association Property**

The common Elements shall not be used for any purpose other than for which they were constructed, and no trash or foreign substance of any kind whatsoever shall be discarded therein.

Disposal of furniture, carpets, household furnishings, bedding and appliances in dumpsters or dumpster areas is strictly prohibited and should be disposed of off property or in the waste area or large dumpster on the North end of the property for that purpose. Unauthorized usage, borrowing or removing any equipment or property owned by the Association is prohibited.

**5.16 Pool rules are clearly posted in the pool areas**

Pool area conduct:

- No glass in pool area
- No alcohol in pool area
- Pool is open 8am -10pm
- No jumping from bridge or rocks
- No pets allowed in the pool area
- No smoking in pool area
- No food in pool area
- No Cooking devices in pool area
- No Propping open the gates
- No external speakers for music (headphones only)

Additional Rules Pursuant to CLARK COUNTY HEALTH DEPARTMENT  
(Nevada Administrative Code 444.280, 282, 268, 288, & 524)

- Violations of the Pool Rules & Regulations may result in a penalty assessment, restriction from use of the community amenities, and/or prosecution. Any person who refuses to comply with any regulation governing a public bathing or swimming facility or any rule of the facility must be excluded from the premises and Management shall promptly bring any action necessary to prosecute or eject from the premises any such person. [ Ref: BOARD OF HEALTH, PUBLIC BATHING PLACES Art 39 & 39.7, eff. 05/21/74 (NACA 11/01/88)]
- The swimming pools are for the use and enjoyment of All Homeowner residents. The use of these facilities is a privilege. They are not intended to be party areas for select residents. Homeowners are responsible for any damage or misconduct attributed to their tenants and/or guests.
- Showers provided in the Clubhouse shall ONLY be used for casual rinsing before and after pool and spa use. All persons must shower before entering the pool. Remove all excess oil, soap or lotion prior to entering the pool. All persons using the pool must wear swimming attire; street clothes are prohibited. Persons with long hair must wear a bathing cap or otherwise reasonably contain their hair.
- Residents may bring a maximum of four (4) guests per UNIT to the pool area. The board of Directors must authorize additional guests in advance. A resident must accompany and stay with guests at all times.
- The pool is open 24/7 with Quiet hours from 12am-8am.
- Unruly behavior, unsafe or offensive conduct, rowdiness, unnecessary noise, jumping or interference with other persons in the pool area is prohibited. No running, pushing, cannon balling or splashing is allowed in the pool area. DIVING INTO THE POOL IS PROHIBITED.
- The Homeowners Association does not provide lifeguards. All persons using the pool do so AT THEIR OWN RISK. The Homeowners Association does not assume any liability in this regard. Any lifesaving equipment and first aid supplies are for emergency use only.
- Persons suffering from a cold, fever, cough, skin disease, sores, inflamed yes, nasal or ear discharge, or any communicable diseases are prohibited from using pool or entering pool area.
- Spitting soiling or in any way contaminating the water, walkways, or dressing room floors is prohibited.

- Food and drink are not permitted in the pool area, except in areas which have been otherwise approved for such use.
- Persons under the influence of liquor are not permitted to use the pool area.
- No animals of any kind are allowed in the pool area.
- Adjustment of any control or equipment regulating the pool or lights or other common area services is prohibited.
- The patio furniture may not be placed in the pool and may not be removed from the pool area.
- The telephone installed at the pool area is for emergency calls to 911 only.

**Violation of pool rules will result in immediate removal from pool area and possible ban from pool area.**

## 5.17 Gym Rules

- The fitness room is open daily 24 hours
- Use of the fitness room and machinery is at your own risk. The Association assumes no responsibility for any injury or damage that may occur as the result of such use.
- The only equipment permitted for use in the fitness room is that which is currently in the room and supplied by the Association. No personal equipment may be brought into the room for use in exercising.
- Those using the equipment must be considerate of others and exercises should be for a reasonable period of time, which will permit others to use the equipment.
- Proper attire must be worn at all times in the fitness room. This includes appropriate footwear as well as a shirt and pants or sweat wear.
- Guests: A maximum of two guests per household is permitted in the fitness room.

## 5.18 Smoking

No smoking is allowed in the indoor common areas. Additionally, anyone smoking in the outdoor common areas is required to pick up all waste generated thereby and properly dispose of it. A violation of this rule is punishable by fine of \$100 per violation. An additional fine of \$100 will be issued for every seven (7) days that the waste remains in the common areas. Such fine may be imposed against the offending owner, or against any owner whose invitee or tenant violates this rule. Additionally, the board may charge the offending owner, or any owner whose invitee or tenant violates this rule, the costs incurred by the Association for cleaning the waste generated by such offending owner or any owner's invitee or tenant.

## 5.19 Lockboxes

Lockboxes are prohibited in the common areas (e.g. stairwells), except that a lockbox may be placed by an owner, or owner's representative, on the doorknob of the front door to the owner's own property. All other lockboxes must be requested in writing to the Board for placement in the common area and may only be placed after approval by the Board.

## 5.20 Air-conditioning Units

No window air conditioning unit may be installed in a Unit.

## 5.21 Exterior Maintenance- Door Handles/Knobs

All exterior door handles and door knobs must be a Nickel finish color and both the lock and handle should match.

## **6. Construction**

Per CC&R Section 7.11 No Owner shall make any addition, alteration, or improvement, including but not limited to painting, decorating of any nature, installation of floor coverings, planters, electrical wiring, machinery, pools, whirlpools, saunas, air conditioning units, or changing in any manner the appearance of any portion of any Building, in or to the Common Elements, the Owner's Unit or any Limited Common Element without the prior written consent of the Board.

### **6.1 Hours of Work**

Construction, remodeling and decorating of Units will be permitted only from the hours of 8:00 a.m. to 5:00 p.m., however any work resulting in noise to neighbors is not permitted before 9:00 a.m.

### **6.2 Approval of Work**

All alterations that can be seen from the outside of the Unit must first gain the written approval of the Board.

### **6.3 Service Vehicles and Debris**

No debris shall be stored in the hallways or other Common Elements. Workers must clean up and remove all debris daily. No building debris may be discarded in a dumpster belonging to the Association.

### **6.4 Flooring requirements**

When installing new flooring, sound proofing must be used. For tile, the underlay with an IIC (Impact Insulation Class) Sound Rating of at least 60. Any changes to flooring must be approved by the Board, in writing. Quietwalk is a recommended underlay.

## **7. Sales/Leasing of Units**

Each Owner will provide written notice to the Board, or its designee, when his or her unit has been sold or leased, and such notification must include the Purchaser's or lessee's name, address and telephone number. The Owner shall be responsible for providing any guests of the unit a copy of these Rules and Regulations. Moving hours are between 9am and 8pm only.

## **8. Vehicle**

### **8.1 Repair and Upkeep of Vehicles**

No repairs or other work may be performed on vehicles in the Common Elements, including parking spaces, except for minor emergency work necessary for start-up or towing. Any vehicles with fluid leaks must be repaired with twenty-four (24) hours and all fluids which have leaked onto the Common Elements must be cleaned up. If the leak is not cleaned up within 24 hours, a fine will ensue to cover cleaning costs.

### **8.2 Stored Vehicles**

CC&Rs Section 4.12(b) allows parking within the Condominium Community such that there be maintained a sufficient number of parking spaces, and contains a list of prohibited vehicles within the Condominium Community.. CC&Rs Section 4.12 (b) prohibits the parking of inoperable vehicles or unregistered vehicles. Each unit is authorized to park one vehicle for each licensed resident occupying the unit and those vehicles must be currently registered in a resident's name. No vehicles will be stored or parked for the purpose of resale or for anticipation of family members, visitors, or friends needing to use a vehicle while they are staying in the unit. If a resident is leaving town for an extended period of time, they must inform the Board or management and park their vehicle in the designated area. Vehicles are deemed to be unregistered unless they exhibit plainly visible evidence of Registration in the manner required by law, and that registration is either current

or have been expired for not more than 60 days. Inoperable vehicles are deemed to be inoperable if they reasonably appear to be incapable of immediately being driven (for example, but not limited to, vehicles on blocks, with flat tire, with engine removed). Additionally, the Board deems any vehicle, whether or not inoperable or unregistered, which has remained parked, without having been moved, in the same parking space for a continuous one (1) month period to be a Stored Vehicle. The parking of Stored Vehicles within the Condominium Project limits the number of available parking spaces in a manner inconsistent with CC&Rs Section 4.12(b) and is prohibited. Any Stored Vehicle is subject to tow pursuant to applicable law.

### **8.3 Vehicles Parking Passes/Permits**

All vehicles parking with the Condominium Community are required to display a vehicle parking pass/permit which identifies what unit the vehicle is associated with. Owners and lessees are issued a permanent permit on an annual basis. Temporary residents (90 days or less) will be issued a paper parking pass with an expiration date which is consistent with their term of tenancy, and visitors will be issued a daily paper pass which automatically expires at midnight. Any vehicle not displaying the appropriate pass with an expiration date of longer than 48 hours (2 days) will be subject to towing at the owner's expense. No parking pass shall be issued to any vehicle which does not meet the criteria established in section 8.2 of these rules and regulations. If the vehicle belongs to an owner, tenant, or temporary resident, and it does not meet the requirements set forth in section 8.2, they will be admitted and park at their own risk. If the vehicle belongs to a visitor they will be denied entry.

### **8.4 Size of Vehicles**

Vehicles that take up more than one parking space or commercial vehicles must get written approval from the H.O.A. 24 hours before entering the community to park overnight. No U Hauls, Trailers, PODS or RVs may be parked over night without written permission from the board.

### **8.5 Vehicle Towing Policy**

Any vehicle in violation of the CC&Rs and these Rules and Regulations may be towed pursuant to NRS 116.3102(s), NRS 487.038 and any other applicable law. Before the Association directs the towing of any vehicle, it will give 48-hours' notice as prescribed by NRS 116.3102(s), unless the vehicle is blocking a fire hydrant, fire lane or parking space designated for the handicapped, or poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the units' owners or residents, in which case the vehicle may be towed immediately.

### **8.6 Speed Limit**

The speed limit in the community is 10 mph and no vehicles shall drive in excess of that speed while anywhere within the community. A violation of this rule is punishable by fine of \$100 per violation. Such fine may be imposed against the offending owner, or against any owner whose invitee or tenant violates this rule.

## **9. Trash**

Trash and garbage must be deposited in one of the many community dumpsters. No trash or garbage may be placed outside of the Unit door or stored on the patio.

## **10. Emergency Entry**

Owners must allow representatives of the Association and other emergency personnel access to their Units in case of emergencies. In the case of any emergency originating in, or threatening, any Unit, regardless of whether the Owner is present at the time of such emergency, the Board, the Manager or

any other person authorized by the Board shall have the right to enter into such Unit for the purpose of remedying or abating the cause of such emergency and such right of entry shall be immediate.

### **11. Solicitation**

Canvassing, soliciting, or peddling in or around the Buildings or Common Elements for any cause, charity or purpose is prohibited unless specifically authorized by the Board, and Owner shall cooperate reasonably to prevent the same.

### **12. Pets**

Pursuant to Section 7.7 of the community CC&Rs, no more than two (2) animals may be kept on any Lot within the community, except in the case of fish, and such pets may only consist of dogs, cats, fish and/or birds. The Board hereby further requires that in regards to bringing or keeping any household pet within the community:

- (1) All cats and dogs must be continuously current on all required and vet-recommended shots and immunizations, including, without limitation, all Rabies vaccinations.
- (2) Homeowners or occupants keeping any animals which require a state, federal or local license must keep such license current and present the license to the Board upon request.
- (3) All household pets must be covered by liability insurance, with a minimum coverage of \$30,000.00, whether under a homeowner's insurance policy, or otherwise.
- (4) All pets must be secured at all times in the common areas of the community by way of a leash, crate or other similar device.
- (5) Homeowners agree to be liable for all damage caused by animals brought by them or their guests into the common areas of the community, and agree to hold the community harmless and indemnify the community for all damage and injuries caused by such animals.
- (6) No animal may be kept within the community which is dangerous or vicious as defined by NRS 202.500(1).
- (7) No animal may be kept within the community which has attacked anyone within the community without provocation.
- (8) Notwithstanding any other rules and regulations, the Board may require the removal of any animal from the community, or exclude any animal from the common areas, which it deems to be a danger to the community based upon the totality of the circumstances.
- (9) Homeowners which violate these rules, or whose tenants or guests violate these rules, shall be subject to a \$100 fine per violation.
- (10) The Board may require training or other remedial measures as a condition to keeping a household pet if two or more noise complaints are received in one month's time relating to such Household pet.
- (11) Accommodations requests pursuant to State or Federal law may be made to the Board or community management.
- (12) All Pets must be registered with the Association. See the attached Exhibit A for required registration forms to be submitted to the Board of Directors for review.

### **13. Relief**

The Board shall have the power, but not the obligation, to grant relief in particular circumstances from the provision of these Rules and Regulations for good cause.

**14. Owner Negligence**

Unit Owners shall be responsible for personal injury or property damage caused by or as a result of Tenant's negligence arising from or related to the use or occupancy of the Building or Common Elements by Tenant or its guests, employees, agents, invitees or visitors.

**THESE RULES AND REGULATIONS ARE SUBJECT TO AMENDMENTS BY THE ASSOCIATION'S BOARD OF DIRECTORS**

**VIOLATION OF THESE RULES AND REGULATIONS MAY RESULT IN FINES AND/OR LIENS AGAINST THE OWNER'S UNIT**

**REQUEST FOR ANY EXCEPTION TO THESE RULES AND REGULATIONS MUST BE SUBMITTED, IN WRITING, TO THE BOARD OF DIRECTORS FOR REVIEW. EXCEMPTIONS WILL BE REVIEWED AND GRANTED ONLY ON CASE-BY-CASE BASIS.**

**Revocation:** The Board may, at any time subsequent to the date hereof, terminate this Resolution as stated above.

**Effective Dates:** This resolution shall be effective as of the \_\_\_\_ day of \_\_\_\_ . 2021, and shall continue in effect until it is terminated by the Board.

**Distribution:** The Association's Management is authorized and directed to prepare correspondence, in appropriate form and substance, and thereafter circulate same, along with a copy of this Resolution, to all Members.

**ATTEST:** Flamingo Palms Villas Homeowners' Association Board of Directors

By: \_\_\_\_\_

Title: President

By: \_\_\_\_\_

Title: Vice President

By: \_\_\_\_\_

Title: Secretary

By: \_\_\_\_\_

Title: Treasurer

By: \_\_\_\_\_

Title: Director