

LAUGHLIN RANCH



RULES

&

REGULATIONS

2023

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Definitions:

Architectural Committee: Architectural Committee shall consist of three (3) regular members, each of whom shall be appointed by, and serve at the pleasure of, the board. During the Declarant's Control Period, the Design Review Board may serve as the Architectural Committee. Two members shall constitute a quorum. At such time as the Declarant no longer owns any lot, Tract or other property within the Project, or any portion of the Additional Property, the Architectural Committee shall consist of such number of members as the Board may deem appropriate from time to time (but in no event less than three (3) nor more than five (5) regular members, two (2) members shall establish a quorum, each of whom shall be appointed by, and serve at the pleasure of, the board.

Association: Laughlin Ranch Association, an Arizona nonprofit corporation, and its successors and assigns.

Board: Board of directors of the Association.

City: City of Bullhead City, Arizona, an Arizona municipality incorporated and existing under the laws of the State of Arizona, and any and all municipal agencies, boards, commissions, or departments of the city.

Concealed from view: "Concealed From View" means the obscuring from view of objects permitted under Association documents to be placed, kept or maintained in side or rear yards by placing, keeping or maintaining said objects behind a wall and/or opaque gate of not less than five feet nor more than six feet in height approved by the Architectural Review Committee. To be deemed concealed from view, the objects shall not be Visible from Neighboring Property, streets or the golf course.

Construction: "Construction" means any revegetation, excavation or grading work or the construction, erection or installation of an Improvement on a Lot or Tract.

Landscaping: All shrubs, trees, hedges, grasses and plantings of every kind together with an irrigation system (including an electrically operated landscape controller) designed to adequately water the shrubs, trees, hedges, grasses, plantings and other landscaping improvements. Non-organic materials such as colored rocks and boulders may be incorporated into landscaping.

Maintenance: Care, inspection, maintenance, renovation, alteration, replacement and reconstruction.

Owner: "Owner" means the Person or Persons who individually or collectively own fee title to a Lot or Tract (as evidenced by a Recorded instrument), provided that: (a) the Declarant (and not the fee title holder) shall be deemed to be the "Owner" of each Lot or Tract with respect to which fee title is held by a Declarant Affiliate or by a trustee (other than the trustee of a deed of trust) for the benefit of the Declarant or a Declarant Affiliate; (b) in the event that, and for so long as, the Declarant or a Declarant Affiliate has,

pursuant to a written agreement, an existing right or option to acquire any one or more Lots or Tracts (other than by exercise of a right of first refusal or right of first offer), the Declarant shall also be deemed to be the "Owner" of each Lot or Tract with respect to which the Declarant or a Declarant Affiliate has such right or option; and (c) in any case where fee title to a Lot is vested in a trustee under a deed of trust pursuant to Chapter 6.1 of Title 33 of the Arizona Revised Statutes, the owner of the trustor's interest under the deed of trust shall be deemed to be the "Owner" of that Lot. Where reference is made in this Declaration to Lots or Tracts "owned by" a Person, such phrase shall be deemed to refer to Lots or Tracts of which that Person is the Owner, as determined pursuant to this section.

Person: A natural person, corporation, business trust, estate, trust, partnership, association, limited liability company, limited liability partnership, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

Project or Property: Anything that is owned by a person or entity.

Resident: Individual who resides in any residential unit.

Parking:

- A. At no time should a motor vehicle be parked on landscaping or gravel area.
- B. No parking at any time on odd number (house number) side of the street. No parking on the street, odd or even side, between the hours of **12:00a.m. and 5:00a.m.** Violations of this provision by Guests of owners or Residents may result in fines against an Owner.
- C. Owners/residents shall park motor vehicles in their respective garage or driveway and not on the street.
- D. Vehicles of any description may not be parked on a vacant lot.
- E. NO automobile, truck or other vehicle, regardless of ownership, age, condition or appearance, shall remain on any lot in any manner which could be construed as being stored, neglected, abandoned, or otherwise not in frequent use.
- F. Except for emergency vehicle repair, no automobile or other motor vehicle shall be constructed, reconstructed or repaired upon a lot or other property in the Project, and no inoperable vehicle may be stored or parked on such lot or other property in the project.

- G. No motorcycle, (except for legal licensed motorcycle on paved roads for normal transportation), motorbike, all-terrain vehicle, off-road vehicle or any similar vehicle shall be parked, maintained or operated on any portion of the Project except in garages or in areas concealed from view on lots except as approved by Architectural Committee.
- H. No repair work on any car, truck, RV, boat, motorcycle or any other type of vehicle shall be conducted on the lot or on the street other than short emergency repairs.
- I. Recreational vehicles can be parked in the owner's driveway for the purposes of loading or unloading of the recreational vehicle for not more than twenty-four (24) hours.

Towing of Vehicles:

- A. The Board shall have the right to have any mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer or similar equipment or vehicle or any automobile, motorcycle, motorbike, or other motor vehicle which is parked, kept, maintained, constructed, reconstructed or repaired in violation of the Project Documents towed away at the sole cost and expense of the owner of the vehicle or equipment. Any expense incurred by the Association in connection with the towing of any vehicle or equipment shall be paid to the Association upon demand by the owner of the vehicle or equipment. If the vehicle or equipment is owned by an Owner, any amounts payable to the Association shall be secured by the Assessment Lien, and the Association may enforce collection of such amounts in the same manner provided for in this Declaration for the collection of Assessments.
- B. Any motor vehicle which is in violation of the street parking rules may be towed, at the owner's expense.

Construction Areas:

- A. Normal construction activities and parking in connection, with the building of Improvements on a Lot, Tracts or other property shall not be considered a nuisance or otherwise prohibited by this Declaration; however during construction periods, Lots, Tracts and other property shall be kept in a neat and tidy condition, trash and debris shall not be permitted to accumulate, supplies of brick, block, lumber and other building materials shall be piled only in such areas as may be approved in writing by the Architectural Committee, and no loud music shall be permitted. In addition, any construction equipment and building materials stored or kept on any Lot, Tract or other property during the construction of Improvements may be kept only in areas approved in writing by the Architectural Committee, which may also require screening of the storage areas. The Architectural Committee in its sole discretion shall have the right to

determine the existence of any such nuisance. The provisions of this section shall not apply to construction activities of the Declarant.

- B. Parking of construction vehicles is not permitted on the ODD side of the street, or on lots other than building permitted on.

Signs and Flags/Banners:

- A. Residential Areas- No signs whatsoever (including, but not limited to commercial, political, "for sale," "for rent" and similar signs) which are not Concealed From View shall be erected or maintained on any Lot or Tract in Residential Areas except:
 - 1. Signs required by legal proceedings.
 - 2. Residence identification signs provided the size, color, content and location of such signs have been approved in writing by the Architectural Committee.
 - 3. Signs of Developers or Builders approved from time to time by the Architectural Committee as to number, size, color, design, message content, location and type.
 - 4. Such construction job identification signs, business identification signs and subdivision identification signs which are in conformance with the requirements of any municipality having jurisdiction over the property and which have been approved in writing by the Architectural Committee as to number, size, color, design, message content and location.
 - 5. Temporary "for sale" or "open house" signs shall be subject to any limitations for such signs as adopted by the Architectural Committee.
- B. Approved Flags- ARS 33-1808 code states an association shall not prohibit the outdoor display of the flags listed below if they are displayed in a manner consistent with the federal flag code (P.L. 94-344; 90 Stat. 810; 4 United States Code sections 4 through 10).
 - 1. The American flag or an official or replica of a flag of the uniformed services of the United States by an association member on that member's property.
 - 2. The POW/MIA flag
 - 3. The Arizona state flag
 - 4. An Arizona Indian nation's flag
 - 5. The Gadsden flag

6. First responder flags (A first responder flag may incorporate the design of one or two other first responder flags to form a combined flag)
7. Blue star service flags or a gold star service flag

Animals:

- A. No animal, livestock, poultry or fowl of any kind, other than a reasonable number of house pets, shall be maintained on or in any Lot or Tract and then only if they are kept or raised thereon solely as domestic pets and not for commercial purposes.
- B. No house pets shall be permitted to make an unreasonable amount of noise or create a nuisance. All structures for the care, housing or confinement of any pet shall be concealed from view. Notwithstanding the foregoing, no pets may be kept on or in any Lot or Tract which, in the opinion of the Board, result in an annoyance to other Owners or Occupants in the vicinity. All pets shall be leashed when out of the home and persons walking any pet shall promptly and properly remove and dispose of the pet's waste.
- C. No Owner shall feed or undertake any action whatsoever that intentionally or unintentionally attracts wild animals or fowl with the exception of the feeding of song or hummingbirds. Bullhead City Code: 8.08.065 - Feeding pigeons. The city council finds the proliferation and congregation of pigeons through feeding activities constitutes a public nuisance to the public and well-being of the community due to resulting unsanitary conditions or safety issues, including but not limited to pigeon waste, roosting effects and other conditions related to the proliferation of and congregations of pigeons, which can create the possibility of the spread of disease, noxious odors, human allergies or other safety concerns. It is unlawful for any person to encourage the lingering, roosting or congregation of pigeons by offering or attempting to provide food by any means, either by hand, ground-feeding or by a bird feeder to pigeons.

Trash Containers/Collection:

- A. No garbage or trash shall be placed or kept on any Lot, Tract or other property except in sanitary, covered containers of a type, size and style which are approved by the Architectural Committee.
- B. Trash containers must be screened from view of street and neighboring properties, except when placed on the street on trash pickup day. If storing trash containers behind a gate, gate must be screened with mesh to conceal the containers.
- C. All rubbish, trash or garbage shall be removed from Lots, Tracts and other property and shall not be allowed to accumulate thereon. No outdoor incinerators shall be maintained on any Lot, Tract or other property.

- D. Trash day is on Monday's. Receptacles should be placed on the street no earlier than Sunday evening and put away no later than Monday evening.
- E. If you have a special pickup day for recyclables, please properly store them from view the evening of your pickup day.

Lights and Decorations:

- A. Temporary holiday lighting during the Christmas season can be displayed, provided no such lighting shall be permitted for a period in excess of forty-five (45) days. Decorations can be displayed starting the day after Thanksgiving and completely stored away by January 15th.
- B. The Declarant intends for Laughlin Ranch to be a dark sky community affording all Owners a view of the night sky and all its brilliant stars undiminished by excessive light pollution. In order to fulfill this intent exterior lighting shall be limited to type and quantity. Exterior down lighting shall be permitted on a Lot or Tract so long as (a) such lighting is limited to that which is reasonably necessary for the safety and convenience of the Occupants of such Lot or Tract and when appropriate, motion sensor activated; (b) no up-lighting of any type shall be used; (c) no filament image, opal globes, or clear glass shall be used; (d) light sources must be concealed; and (e) such lighting also conforms to such requirements as may be imposed by the Architectural Committee and conforms to such requirements as may be imposed by the Architectural Committee. Notwithstanding the foregoing, but subject to reasonable regulation by the Architectural Committee.
- C. No Lighting along fence line will be permitted.

Landscaping:

- A. Each Owner of a Lot or Tract shall properly maintain their landscaping. Keep neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Proper maintenance of Landscaping shall include, without limitation, removal and replacement of dead Landscaping, subject to the Architectural Committee Rules.
- B. Empty lots must be kept free of weeds, trash and debris.

Golf Course:

- A. Owner of each property contiguous and adjacent to the Golf Course assumes all risks of harm or damage from errant golf balls. Fencing or netting of any type as protection from or to deter errant golf balls is prohibited.
- B. The water used to irrigate the Gold Course and to fill the lake is **NOT POTABLE AND IS NOT SAFE FOR HUMAN OR PET CONSUMPTION.**

- C. Laughlin Ranch is a dark sky community; however, there may be lighting which does not comply with the dark sky intent. The Golf Course shall minimize the non-complying lighting after 10:00 pm.

Security:

- A. Laughlin Ranch employs its own Security, Desert Mountain Security. They can be reached at 928-716-6591. If there is an emergency, please call 911. If it is a question about violations or HOA inquiry, please do not contact Security; contact HOAMCO at 928-296-8181. If you would like to email a complaint, please email BHCviolations@hoamco.com

- B. Laughlin Ranch Association, Inc., will strive to maintain Laughlin Ranch as a safe, secure community. However, neither Laughlin Ranch Association, Inc. nor declarant shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All owner, tenants, guests, invitees of any owner, as applicable, acknowledge the Laughlin Ranch Association, Inc. and its committees established by any of the foregoing, are not insurers and that each owner, tenant, guest, and invitee assumes all risk of loss or damage to persons, to units, and to the contents of units and further acknowledge the declarant has made no representations or warranties, nor has any owner, tenant, guest, or invitee relied upon any including any warranty of merchantability or fitness for any particular purpose relative to any security measures recommended or undertaken.